



REQUEST FOR PROPOSAL

**SECURITY CAMERAS INSTALLATION, MAINTENANCE
AND REPAIR SERVICES CONTRACT**

FOR THE

UNIVERSITY OF CONNECTICUT

RFP LM011613-1

Issue Date

January 16, 2013

Proposal Due Date

January 30, 2013; 2:00 PM (EST)

Submitting Firm's Name

Issued By: Lisa Mieszkowicz
Purchasing Agent II
University of Connecticut
3 North Hillside Road, Unit 6047
Storrs, CT 06269-6047
Fax: (860) 486-5051
lisa.mieszkowicz@uconn.edu

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PART I PROJECT OVERVIEW

The University of Connecticut Procurement Services Department (hereinafter referred to as "University") in Storrs, Connecticut is seeking bids from experienced, qualified vendors to provide and install new digital IP video camera equipment and related accessories including all equipment, materials and labor required to meet the various needs of the University.

It should be noted that any contract(s) resulting from this bid will not be an "exclusive" contract. The University will reserve the right to make multiple awards and to place purchase orders in any manner deemed to be in the best interest of the University.

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

DEMOGRAPHICS

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

DEFINITIONS

The term "Security Camera Services" as used in this document will include all equipment, materials and labor required to meet the various needs of the University.

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

The words "Bidder", "Vendor", "Contractor" and "Respondent" or other pronouns used in their place shall mean a firm responding to this Request for Proposal.

PART II INTRODUCTION

2.0 Purpose: The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified vendors to provide product, installation and service for new digital IP video camera equipment and related accessories to meet a wide variety of needs.

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

2.1 Contract Value: The University projects the initial term of the contract at \$150,000 or less. These figures represent only the University's best estimate and the actual volume will depend solely on the University's needs. This estimate should not be interpreted or construed as a commitment or a promise by the University to expend any specific sum of money for the products and services identified herein.

2.3 Term of Contract: The University is seeking an initial contract from date of award to January 31, 2015 with the option to renew for three (3) additional one (1) year periods or parts thereof. Said option will only be exercised based upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to the firm in writing no later than thirty (30) calendar days prior to the effective date.

2.4 Contract Pricing: Pricing will be based on a time and material basis with the provided hourly rates and required materials at the Manufacturer List Price minus percentage discount.

2.5 Price Increases: Pricing shall remain fixed for the initial term of the contract Price increases will only be considered on an annual basis when:

- 2.5.1 When price increases are based on a documented change in vendor's net cost of providing services, and,
- 2.5.2 When the University is notified of the increase a minimum of thirty (30) calendar days prior to effective date and,
- 2.5.3 When the vendor provides the University any and all documentation it may require to support the proposed price increase and the requested increases are in line with the US DOL CPI adjustment for the previous year.
- 2.5.4 Equipment will be charged percentage off Manufacturers list price, FOB Destination with no additional charges allowed i.e.: fuel surcharges, etc.
- 2.5.5 Travel time, mileage, meals, parking and/or miscellaneous expenses are the responsibility of the Contractor.
- 2.5.6 Quality Control Sheet: At the end of each required service, the contractor's on site supervisor shall submit a copy of a quality control sheet verifying that the work is completed. The University's Representative will confirm that the work was completed. The contractor shall maintain full and verifiable records including vouchers and other information pertinent to the work of the number of employees engaged, hours worked, materials and quantity of each used, arrival and departure times and areas worked.
- 2.5.7 The University reserves the right to request copies of invoices for materials furnished from the Contractor's suppliers.
- 2.5.8 Overtime: Normal working hours are considered to be between 8:00 A.M. and 5:00 P.M. Monday through Friday. Overtime rates are considered to be for work performed after 5:00 P.M. Monday through Friday, Weekends and Holidays. Any work performed under the overtime category must be authorized in writing by the University.
- 2.5.9 Modifications to Quotes - Change Orders: University requested modifications to an individual job scope, which result in a change the original quote, must be authorized by a written change order approval. Change orders shall identify the conditions requiring the modification and the resulting itemized changes in time, equipment and material costs.

2.6 Scope of Services:

- 2.6.1 The firm (s) that will work with the University of Connecticut must be able to provide and/or perform the following:
 - 2.6.1.1 The Contractor will be required to deliver and install new digital IP video camera equipment and related accessories on an as needed basis. The Contractor shall also integrate the cameras into the University's current video security software manufactured by Genetec Inc. (St. Laurent, Quebec, Canada).
 - 2.6.1.2 The Contractor must possess and retain current 24/7 dealer technical support from Genetec, Inc. as well as in-depth product training and product certification from Genetec, Inc. Respondents must be in good standing with Genetec, Inc. and be trained by Genetec, Inc on all applicable products. Copies of technicians training certificates are to be provided in the proposal submission.
 - 2.6.1.3 The Contractor will be required to completely test the system for operation to the satisfaction of the University's Public Safety Department.
 - 2.6.1.4 The provided equipment must be capable of total and complete operation when connected to the Genetec software system currently in place.

- 2.6.1.5 The Contractor shall supply all tools and equipment required for the execution of the assigned work (i.e. appropriate mounting hardware, appropriate enclosures, any appropriate Midspan/High PoE Midspan (indoor and outdoor) hardware, any lightening suppression equipment,) as well as the actual installation of the proposed equipment on the University of Connecticut Campus at locations determined by the University.
- 2.6.1.6 The University currently has 50 plus cameras on campus. They are all IP cameras. Some are fixed, some are PTZ, and some are indoor. Some locations may need a lift for accessibility. The service maintenance shall include cleaning, re-focusing, and general maintenance of each camera.
- 2.6.1.7 Rented Equipment (Used directly on the Work and by the Contractor's own forces such as scissor, boom, aerial and man lifts) shall be compensable at actual rental invoice cost to the contractor with no markup allowance.
- 2.6.1.8 All equipment shall include all pertinent license from Genetec, including but not limited to the camera archiver license and failover camera license. The respondent will be responsible for adding the licenses to UConn's site license with Genetec, updating the software at UConn to accommodate the new devices, and configuring the camera within the video management system to the satisfaction of the University of Connecticut's Public Safety Department.
- 2.6.1.9 All trade related equipment, hand tools and power tools, normally supplied with the labor to complete the requested services are not compensable. The provision and use of this equipment shall be included in the labor rate.
- 2.6.1.10 Material Inventory: The Contractor must maintain adequate stocks of parts and materials both on service vehicles and at local office locations to allow for the timely completion of assigned tasks.
- 2.6.1.11 All equipment, parts and materials shall be provided and installed in accordance with Manufacturer Specifications and all State and Local Building and Fire Codes.
- 2.6.1.12 All equipment and materials provided must meet University specifications and approval.
- 2.6.1.13 Contractors shall warranty all work performed under this contract award for a period of one (1) year from the completion date of service provided.
- 2.6.1.14 If during that one (1) year period of warranty, any part installed under the contract fails or does not function properly due to any fault in materials, workmanship or installation, the contractor shall, under notice from the University, promptly proceed to repair or replace the faulty item at no cost to the University.
- 2.6.1.15 One (1) year is the minimum material and equipment warranty period, if the manufacturer's warranty period exceeds this minimum the longer term will prevail.
- 2.6.1.16 The Contractor shall also provide an optional cost for a 3 year extended warranty beyond the manufacturer's original warranty on all requested quotes. Any service or maintenance needed should be included within the scope of this warranty.
- 2.6.2 Response Times: The Contractor must be able to respond to the needs of the University in a timely fashion.
- 2.6.2.1 The contractor must provide 24/7/365 emergency telephone numbers at which qualified staff can be reached in case of an emergency. The telephone numbers shall not be forwarded to an answering machine.
- 2.6.2.2 The Contractor is required to respond within two (2) hours after notification of an emergency call.
- 2.6.2.3 Contractors estimating staff are required to respond within forty eight (48) hours after notification of a quotation request. Quotations must be provided in a timely fashion as determined by the University.
- 2.6.2.4 All items quoted need to be repaired or replaced within 7 days of notification. Any replacement made must be the same make and model as the item being replaced. Replacement includes adding the new device to the system while ensuring that any video captured on the replaced camera

is not deleted. There shall be no charge for any equipment needed (rental or owned) for any contractor warranty work.

2.6.3 Exclusions: University infrastructure components may have existing asbestos containing material (ACM), if the Contractor finds material that may contain asbestos or other harmful materials, work must stop immediately and the University Contract Coordinator must be notified. Abatement will take place prior to completion of the work

2.7 Required Qualifications: The following requirements are presented as a minimum expectation for any Security Camera contractor's proposal to be considered. All proposers must provide documentation that verifies and demonstrates experience. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances at its discretion.

- The successful bidder will have proven extensive experience in total integration of VMS (Video Management Software) and/or Unified Security Platforms.
- The successful bidder shall describe its overall qualifications/experience including background in this field, the services that it provides and its specific experience in the last 5 years on similar assignments (Higher Education) and their specific responsibilities.
- Certification, Training and Experience with Genetec and with any/all of the security camera manufacturers specified, provide evidence.
- Provide an emergency response plan.
- Provide evidence of the ability to provide suitable, properly maintained equipment (i.e. aerial lift, scissor lift). Provide equipment list.
- Provide a letter from the Connecticut Department of Revenue Services indicating firm is in good standing.
- Support Plan – the University is requesting that each proposer provide a plan to support its proposal. The Plan should describe the on-site and off-site technical support along with on-site and off-site sales support as well as support staff to assist in design, installation, and maintenance of the system as needed.
- Provide representation of number of overall technicians and number of CT license levels and those registered under the State of Connecticut Apprenticeship program.
- Training and Experience in Confined Space situations; provide training certificates
- OSHA Training; provide OSHA 10 hour and/or 30 hour training certificates
- Exceptional Safety Record; Safety Records for the previous five (5) year period must be provided in addition to a copy of the Contractor's Safety & Operations Manual.

2.8 University Contractor Policy: Contractors must comply with all local, state, federal and University safety requirements (e.g., OSHA, National Electric Code), and assure that all of their employees performing work on UConn campuses have been suitably trained and licensed.

2.8.1 *University's Contractor EHS Manual – Environmental, Health, and Safety (EHS) Requirements for Construction, Service and Maintenance Contractors:* Contractor shall perform all Services in a safe manner and in compliance with all University policies and the provisions of the University's "*Contractor EHS Manual – Environmental, Health, and Safety (EHS) Requirements for Construction, Service and Maintenance Contractors*". The referenced manual can be found at: http://ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

PART III
RFP TERMS AND CONDITIONS

- 3.0 Attention to Terms and Conditions:** The terms and conditions included must be reviewed carefully to ensure full responsiveness to the bid. The final contract shall be, in form and substance, consistent with applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such Agreements. The failure of any respondent to receive or examine any contract, document, form or addendum shall not relieve it of any obligations with respect to its bid or any executed contract. The submission of a bid shall be conclusive evidence of the bidders understanding of the University's intent to incorporate such terms and conditions into the final contract.
- 3.1 Estimated Timetable:** The following schedule will apply to this bid.
- | | |
|---------------------------|--------------------|
| Release of RFP | 01-16-2013 |
| Closing Date for Inquires | 01-23-2013 |
| Bid Due Date | 01-30-2013; 2:00pm |
- 3.2 Request for Information Procedure:** All questions must be directed in writing to Procurement Services, Attention Lisa Mieszkowicz @ **(860) 486-1953 (fax) or email lisa.mieszkowicz@uconn.edu**. Questions received verbally will not be answered. **No questions will be accepted after 2:00 p.m. on Wednesday, January 23, 2013.** All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued with Procurement Services prior to bid submission.
- 3.2.1 Informal Communications: From the date of receipt of this RFP by each applicant, until a binding contractual agreement exists with the selected Firm or Firms and all other applicants have been notified or when the University rejects all RFPs, informal communications regarding this procurement shall cease. Informal communications shall include, but are not limited to:
- A. Requests from the applicants to any department(s) at the University, for information, comments, speculation, etc; and
 - B. Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.
- 3.2.2 Formal Communications: From the date of receipt of this RFP by each applicant until a binding contractual agreement exists, as noted above, communications between the University and the applicants will be formal.
- 3.2.3 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the respondent.
- 3.2.4 The University also reserves the right to reject any or all proposals, in whole or in part, to award any item, group of items, or the total proposal, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes Sections 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interests of the University.
- 3.2.5 A respondent shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 3.2.6 No interpretations of the meaning of the specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation must be made in writing to the University Office of Capital Project & Contract Administration, and to be given consideration shall be received at the specified date outlined within the invitation to bid and/or adjusted by a bid clarification/addenda.
- 3.2.7 Any and all such interpretations and any supplemental instructions will be in the form of written bid clarification/addenda which, if issued, will be posted on the University's Purchasing Department's website; www.purchasing.uconn.edu for all prospective Bidders to access. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted,

provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.

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

3.3 Format: Bids shall be presented in the exact format listed in section 3.4.2, this will assist in the award process and insure all documents required for bid compliance are included.

3.4 Bid Submission: An original and five (5) copies of the bid must be submitted in a sealed package to:

University of Connecticut
Procurement Services Department
Attention: Lisa Mieszkowicz
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Labeled: Bid No. LM010213-1 "Security Camera Installation, Maintenance and Repair Services"

On or before 2:00 p.m. Eastern Standard Time; Wednesday, January 30, 2013

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

3.4.1 Submission/Opening: All responses shall be date/time stamped upon receipt in the Procurement Services 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 3.4, all responses received shall be publicly opened.

3.4.2 Response Format: one original and five (5) complete copies are required along with electronic copy of submission CD/Flash drive. All bids must be submitted bound in 3 ring, loose leaf binders, no alternate binding methods shall be used. The required documents shall be separated by dividers and bound **in the sequence shown below**. Bids that do not substantially conform to this requirement consequently altering the basis for bid comparison, may be disregarded and considered as unresponsive.

- 1- Brief cover letter
- 2- Form of Bid, completely filled out and signed, with all price sheets
- 3- Bidders Qualification Form, completely filled out and signed
- 4- Required Affidavits, Gift, Campaign, Consulting and Non-discrimination
- 5- CHRO, Contract Compliance Forms, completely filled out and signed
- 6- Insurance Certificates, must meet state requirements
- 7- Contractor's License, Connecticut,
- 8- Dept. of Revenue Letter
- 9- Additional company information relating to required qualifications (see Section 2.7)

Failure to supply any of the above mentioned mandatory requirements may cause the University to reject your proposal response as non-compliant.

3.4.3 No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

3.5 Basis of award: The University reserves the right to award by item, groups of items, total bid or to make a multiple award. The University further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in its best interest.

3.6 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

3.6.1 A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) calendar day

period following the time and date assigned for the receipt of proposals as specified in paragraph 3.4 above and the respondent so agrees in submitting a proposal. This ninety (90) calendar day period may be extended by mutual agreement between the University and the Bidder.

- 3.6.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 3.4.
- 3.6.3 Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

3.7 Method of Evaluation and Award:

- 3.7.1 Evaluation Committee: A committee of interested parties shall perform the evaluation and recommend the selection for award based on the criteria set forth in this RFP.
- 3.7.2 RFP Evaluations: The contract award will be based upon a comprehensive review and analysis of proposals to determine which best meets the needs of the University. The award will be based on a points-earned matrix derived from this technical and financial evaluation.
- 3.7.3 The award shall be made to the most responsive bidders, offering the best value and with the highest total matrix scores as determined by the University. All Bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.
- 3.7.4 All compliant responses shall be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the firms response to the following criteria:

Evaluation Criteria & Points distribution:

Cost: **Maximum Points Available: 20**

Experience: Technicians experienced and trained by Genetec and by manufacturers of all applicable products quoted and in good standing with Genetec\product manufacturers. Demonstrated experience in total integration of VMS (Video Management Software) and/or Unified Security Platforms. Provide evidence.

Maximum Points Available: 20

Successful Experience in providing Security Camera installation and services in multi-disciplined environments such as Higher Education settings similar to those of the University. References provided.

Maximum Points Available: 20

Support Plan - proposer provided a plan to support its proposal in describing the on-site and off-site technical support along with on-site and off-site sales support as well as support staff to assist in design, installation, and maintenance of the system as needed.

Maximum Points Available: 20

Availability: Provided an Emergency response plan. Contractor has capability to respond to University's emergency needs within a 2 hour period, 24 hours per day, 7 days a week with sufficient resources to address multiple systems failures. Submitted equipment list showing evidence of their ability to provide suitable, properly maintained equipment (i.e. aerial lift, scissor lift) to address all of the University's security camera needs.

MAXIMUM POINTS AVAILABLE: 20

Total Maximum Points: 100

3.8 Contract Document

A draft of the contract has been attached to this RFP. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered.

3.9 Qualifications of Firm:

- 3.9.1 Proposals will only be considered from firms or persons with a demonstrated and substantial history of experience in successfully providing the highest quality of security camera services to entities whose requirements are similar in size and scope to those of the University.
- 3.9.2 Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 3.9.3 The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.
- 3.9.4 Proposals shall include at least five (5) references for clients receiving services similar in size and scope to those of the University
- 3.9.5 If a Proposer is a non-resident contractor, Proposer must show proof that Proposer is qualified to do business in the State of Connecticut and properly registered with the State of Connecticut Department of Revenue Services. Such proof must be provided with Proposer's Proposal submission.

**PART IV
FORM OF PROPOSAL
DS101812-1**

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

01/16/2013

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

The following documents must be included in your response:

- ___ Brief Cover Letter
- ___ Form of Bid, completely filled out and signed
- ___ Bidders Qualification Form, completely filled out and signed
- ___ Required Affidavits, Gift, Campaign, Consulting and Non-discrimination
- ___ CHRO, Contract Compliance Forms, completely filled out and signed
- ___ Insurance Certificates, must meet state requirements
- ___ Contractor's License (Connecticut)
- ___ Additional information relating to required qualifications (see section 2.7.3)

One original and five (5) complete copies are required along with electronic copy of submission CD/Flash drive.

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

Addendum: 1 Dated _____ 2 Dated _____ 3 Dated _____

Payment Terms shall be 2% 15 days / Net 45 days unless noted here; _____

PRICING: Labor rates submitted must be all-inclusive and shall include the use of tools and small equipment.

Hourly Rate for standard work week M-F 8 am – 5 pm \$ _____ per hour

Hourly Rate for weekends \$ _____ per hour

Non-standard work week 5 pm - 8 am Monday thru Friday \$ _____ per hour

Hourly rates for Holidays \$ _____ per hour

Equipment: Power and network connections for each item of equipment to be installed will be the responsibility of the University of Connecticut.

A.) Axis video camera and related products and services:
a. Manufacturer List Price minus _____ entire product line.

B.) Sony video camera and related products and services:
a. Manufacturer List Price minus _____ entire product line.

C.) Pelco video camera and related products and services:

a. Manufacturer List Price minus _____ entire product line.

D.) Scallop Imaging video camera and related products and services:

a. Manufacturer List Price minus _____ entire product line.

E.) IQinvision video camera and related products and services:

a. Manufacturer List Price minus _____ entire product line.

F.) ACTi video camera and related products and services:

a. Manufacturer List Price minus _____ entire product line.

G.) Panasonic video camera and related products and services:

a. Manufacturer List Price minus _____ entire product line.

H.) Genetec cameras software/licenses and related products and services:

a. Manufacturer List Price minus _____ entire product line.

I.) Training, Technical Support (telephone & on-site), Installation & Professional Services for all items not included within the scope of the above-mentioned items:

a. \$ _____\hr – Billing in 15 minute segments

Maintenance Services per camera (cleaning, re-focusing, and general maintenance) \$ _____ per Camera.

24/7/365 Emergency Contact information: Name _____ Cell Phone _____

Emergency Response Time: _____

There will be no allowances for charges other than those listed above, ie: travel time, parking, fuel surcharges, shipping, etc.

Submitted by: FIRM: _____

BY: _____

TITLE: _____

DATE: _____

**PART V
 BIDDER'S QUALIFICATION STATEMENT**

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

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

Name _____.

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

Years? _____.

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

1. _____ 2. _____ 3. _____

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

Commodity/Service _____ Years? _____

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

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

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

Name	Years	Years/supervisor	Telephone #	E-mail address
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

Reference #3 _____
 Company _____

Contact Telephone No.

Email

Reference #4

Company

Contact Telephone No.

Email

Reference #5

Company

Contact Telephone No.

Email

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

Dated at _____ this _____ day of 2013.

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____
Provide 800 Telephone and Fax numbers, if available

Signature _____

(Print Name) _____

Title _____

**PART VI
STANDARD TERMS AND CONDITIONS**

- 6.0 Contract Document:** A draft of the contract has been attached to this RFP. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered. The University reserves the right to make multiple awards as a result of this RFP if it is deemed by the University to be in the best interest of the University.
- 6.1 Termination for Cause:** The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) calendar days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) calendar days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) calendar days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
 - (f) The University may terminate any contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.
- 6.2 Termination for Convenience.**
- (a) The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor ten (10) calendar days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 6.3 Contract Modification:** Any change to the contract must be agreed upon, in writing, by both parties prior to executing any change.
- 6.3.1 Severability: The parties understand and agree that if a court holds any part, term or provision of this RFP and resulting agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and parties' right and obligations shall be construed and enforced as if the RFP or agreement did not contain the particular invalid provision.
- 6.4 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University. Use of Subcontractors must be approved in writing by the University and said Subcontractors shall meet all of the requirements included herein.
- 6.4.1 Acts of Subcontractors: The Contractor shall be responsible for all acts and performances of any subcontractor or secondary supplier that the bidder may engage for the completion of any contract with the University. The Contractor shall be responsible for payment to all subcontractors or secondary suppliers.
- 6.5 Bid Status and Submission Information:**
- 6.5.1 Bid Acceptance/Rejection: The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based not solely on the lowest cost, but based on an offer which, in the opinion of the University, best meets the requirements of this bid and is deemed to be in the best interest of the University. Non-acceptance of a bid means that another bid was deemed more advantageous to the University or that all bids were rejected.

- 6.5.2 **Effective Period of Bids:** Any bids submitted must remain in effect for a minimum period of ninety (90) calendar days after the closing date to allow time for approval and award of the contract.
- 6.5.3 **Minor Defects:** If the University determines that a particular requirement may be modified or waived and still allow the University to meet the intent of this bid, the requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.
- 6.5.4 **Withdrawal or Modification of Bids:** A bid shall not be modified, withdrawn or canceled by the bidder for a period of ninety (90) calendar days following the date and time assigned for the receipt of bids. Prior to that time, bid submitted early shall be modified or withdrawn only by written notice to the University. Such written notice shall be delivered in the same manner as the response.
- 6.5.5 **Tax Exemptions:** The University is exempt from Federal Excise taxes and State and Local Sales and Use Taxes, no payment will be made for any taxes levied on the contractor's employees' wages.

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

6.7 Ethical Considerations: The University of Connecticut, as a public institution, is bound by legislated and mandated procurement guidelines to protect the public interest. Recent additions to these guidelines require that the majority of contracts in excess of \$50,000.00 be supported by Affidavits regarding; Consulting Agreements, Gifts to State Employees, Agency Certification and Campaign Contributions. In addition contracts in excess of \$500,000.00 must also be supported by an Affidavit regarding Evidence of Receipt of the Summary of State Ethics Guidelines. Information regarding these requirements can be found at the following web site:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

All attached forms are required and must be filled out, notarized and included with your response.

6.8 Non-discrimination

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

- 6.9 Executive Orders:** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 6.10 Whistle Blower Protection:** In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. In addition you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.
- 6.11 Federal, State and Local Licenses, Permits and Taxes:** The successful Contractor will comply with all laws and regulations regarding licenses, permits and taxes. Contractor shall keep fully informed of and shall faithfully observe all laws, national and state and local, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of contractors and subcontractors employees.
- 6.12 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of the University's rights under any resulting contract.
- 6.13 Warranty:** The bidder warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements. Services which do not meet the University's standards will be performed again until standards are met.
- 6.14 Representations:** Each firm, by submitting a bid, represents that it: Has read and completely understands the bid document and is totally familiar with the conditions under which goods and services are to be provided including availability and cost of labor and materials.
- 6.15 Repairs to Property Damage:** Facilities damaged during service by the Contractor, the Contractor's agents or employees, shall be repaired and left in good condition (as found). All repairs shall be accomplished at no cost to the University.
- 6.16 Delivery Requirements:** It is preferable that deliveries be made utilizing straight bodied trucks. Driving on sidewalks, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, drivers must employ adequate care so as to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University.

All Bidders are reminded that the following rules must be followed when operation vehicles on University property:

- Driving speeds on campus shall be kept at a maximum of 25 mph.
- Pedestrians have the right of way at all times.
- All traffic signs, lights or other indicators, including parking signs, shall to be obeyed.

- 6.16.1 Delivery Routes and Coordination – It is the Contractor's responsibility to measure all access routes to intended delivery areas, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries, and be responsible for coordinating delivery with the appropriate person(s).
- 6.16.2 Charges – All materials are to be charged FOB Destination. No additional charges will be allowed, ie: fuel surcharges.

6.17 Insurance: The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

- 1. Statutory Workers' Compensation and Employers' Liability:
 - a. Workers' Compensation: Statutory limits
 - b. Employers' Liability:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by illness: \$100,000 each employee
 - \$500,000 policy limit
- 2. Commercial General Liability:
 - Combined single limit: \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate
- 3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):
 - Combined single limit: \$1,000,000 each occurrence
- 4. Umbrella Liability: \$5,000,000 each occurrence following form

5. Professional Services Liability Insurance: (if applicable)The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under Section 6.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

All required insurance policies will be issued by an insurance company or companies satisfactory to the University and the Certificate of Insurance will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, agents and employees, as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this Section will be filed with the University prior to the time this Contract is executed on behalf of the University. The certificate for commercial general liability insurance and automobile liability insurance will also designate the University and the State of Connecticut as an additional insured.

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

6.18 Advertising: By submitting a bid, the bidder agrees that unless specifically authorized in writing by the University on a case by case basis, that it shall not use the name of the University of Connecticut, its officials or employees, or the

Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of the contractor's product or services.

- 6.19 Joint Venture:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.
- 6.20 Responsibility for Those Performing the Work:** The Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under this contract. The Vendor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned. The Contractor, when so determined by the University shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.
- 6.21 Quotations/Invoices/Acknowledgments/Packing Slips:** Each of these documents must be itemized and show appropriate purchase order number and the contract number. Additionally, invoices must be itemized and presented in a format acceptable to the University.
- 6.22 Non-Appropriation of Funds:** Notwithstanding any other provision of this bid or any ensuing contract, if funds required for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) calendar days advance written notice documenting this lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) calendar days subsequent to termination under this clause, the University agrees to re-establish a contract with the vendor whose contract was terminated under the same provisions, terms and conditions of the original contract.
- 6.23 Remedies upon Default:** In any case where the bidder has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure". If after the notice the bidder continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting bidder.
- 6.23.1 Collection for Default: The attorney general shall be requested to make collection from any defaulting bidder pursuant to the preceding paragraph.
- 6.24 Qualification of Vendors:** Bids will only be considered from bidders with a demonstrated history of experience in successfully providing goods and services to Institutions of higher education or other large customers/contracts whose requirements are similar in size and scope to those of the University. Bidders should include with their response information that will demonstrate their overall ability to perform services as detailed within this document.
- 6.24.1 The bidder shall have the proper experience to provide good and services as listed within the bid. The successful bidder must have provided services of this type for a minimum of **five (5)** years. Bidders should document their compliance to this requirement within their bid.
- 6.24.2 The University will reject the bid of any vendor and void any contract resulting from this solicitation to any bidder who makes any material misrepresentation in their bid.
- 6.25 Use of Premises:** Contractor shall assume responsibility for the protection and safekeeping of their property stored on the site. Contractor shall be strictly limited in access to those portions of the University directly required for the performance of the contract.
- 6.26 Payment Terms:** Terms shall be 2% 15 days Net 45 days; any exception shall be so noted by the vendor on the Form of Bid.
- 6.27 References:** The bidder shall include the minimum of five (5) references, where they have provided similar contracts of this size and scope. These references shall include the Institution/Firm name, contact person responsible for the project, telephone number, and accurate email address. References shall be provided on the Bidders Qualification Form furnished with the bid documents.

- 6.28 Work Hours:** All work shall be performed during normal working hours, except as otherwise directed or approved by the University. Normal working hours is defined to be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- 6.29 Waste Materials:** The contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.
- 6.30 Disputes:** Disputes between the contractor and the University which cannot be resolved at the departmental level shall be referred to the University Purchasing Department for mediation.
- 6.31 Campaign Contribution Restrictions:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A

EXHIBIT A – SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction,

alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

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

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

**PART VII
REQUIRED AFFIDAVITS**

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

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

MEMORANDUM

TO: All potential contractors

FROM: University of Connecticut Purchasing Department

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

Executive Order 7C

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

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

- (1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
- (2.) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

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

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

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

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

**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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Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

Date: _____

Company Name: _____

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

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

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

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

Annual Utilities Paid within Connecticut: _____

Amount paid to Major partners or suppliers in Connecticut: _____



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that 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 less than **\$50,000** for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

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

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

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

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

GIFT CERTIFICATION:

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<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

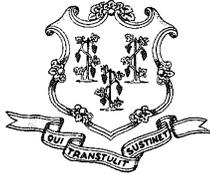
Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

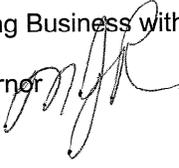




M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

University of Connecticut



Purchasing Agreement for

This Agreement (hereinafter "Agreement") is made and entered into by and between:

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

and

hereinafter "**Contractor**"

University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

- A.
- B.
- C.

1.1. **Term:** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 **Effective Date:** _____ **End Date:** _____

1.1.2 **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. **Brief Summary of Services:** Contractor will provide . . .

1.2.1 **Service Location:** Contractor will provide Services at/for the location(s) listed below:

1.3 **Maximum Amount Payable:** \$ _____

1.3.1 **Payment/Pricing Terms:**

1.4 **Detailed Contractor Responsibilities:**

1.4.1 **Responsibilities:** Contractor will provide the following Services:

1.4.2 **Deliverables/Methods:** Contractor will deliver to University . . .

1.4.3. **Work Schedule/Deadlines:** Contractor will provide Services by . . .

1.5. **University Responsibilities:** University will . . .

1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* [name/address]:

If to the Contractor* [name/address]:

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Indemnification.**
The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 2.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.6. **Non-discrimination** (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

- 2.7 Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 2.8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 2.9. Termination for Cause. The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.10. Termination for Convenience.
- (a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.11. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.12. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.13. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (As to Form)

By: _____

Date: _____

Print Name: _____

Title: _____

Form Rev. 7/19/2011

DRAFT

EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

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

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

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

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

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

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

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

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

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

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