



REQUEST FOR PROPOSAL
MECHANICAL SERVICES
FOR THE
UNIVERSITY OF CONNECTICUT
RFP #LM040114-1

Issue Date

June 2, 2014

Proposal Due Date

June 19, 2014 @ 2:00 pm (EST)

Submitting Firm's Name

Issued By: Dennis Sienna
Purchasing Agent I
University of Connecticut
3 North Hillside Road, Unit 6047
Storrs, CT 06269-6047
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PART I

PROJECT OVERVIEW

The University of Connecticut Procurement Services Department (hereinafter referred to as “University”) is seeking proposals from experienced, qualified vendors to provide Mechanical Systems Maintenance Services (HVAC, Electrical, Plumbing, Etc.) to meet the various needs of the University. Services will be required as described in the provided specifications. Contracts will be awarded to multiple individual Trade Contractors. These services will be used to augment the University’s labor and equipment force in the maintenance of University properties.

DEMOGRAPHICS

The University of Connecticut is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford. Total enrollment at all campuses is approximately 30,474 students. The Storrs campus has an enrollment of approximately 18,032 undergraduates and 6,555 graduate students. There are approximately 9,872 full and part-time faculty and staff.

DEFINITIONS

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

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

DIRECTIONS

From the West (heading through or from Hartford): Take Interstate 84 East to Exit 68. From exit, take a right onto Route 195, 7 miles to UConn.

From the East (heading from Boston toward Hartford): Take Interstate 84 West to Exit 68. From exit, take a left onto Route 195, and follow directions above.

From the Southeast Interstate 95 to 395 North. Take Exit 81 West to Route 32 North. Follow Route 32 North to Willimantic.

In town, turn right and go over bridge. Continue straight through the light and follow 195 North for 8 miles to campus.

To Parking Garage / Purchasing, Once on North Eagleville Road, proceed straight until the second traffic light. At the second traffic light, turn left onto North Hillside Road. Then take the first left towards the Parking Garage. Walk back the way you came, onto North Hillside Road. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.

PART II
INTRODUCTION

2.0 Purpose:

The purpose of this RFP is to solicit experienced and qualified vendors to provide Mechanical Systems Maintenance Services (HVAC, Electrical, Plumbing, Etc.) to meet the various needs of the University.

2.1 Contract Value:

The estimated budget for the initial term for this contract is \$900,000 or less. Purchase orders are not to exceed \$92,000.00. 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.

2.2 Term of Contract:

The University is seeking an initial contract from date of award to June 30, 2016 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.

2.3 Scope of Services:

The University of Connecticut Facilities Operations Department maintains all buildings and infrastructure components at the Storrs/Depot and branch campuses. Contractor labor and equipment is used as required to supplement the University's in-house resources. Services shall include all labor, equipment and materials required to complete licensed, registered, and/or non-licensed services covered under the awarded contract.

2.3.1 Services shall include the following trade classifications:

The contractor is required to have been licensed and/or registered with the State of Connecticut in the trade(s), which they are proposing for a **minimum** of five (5) years at the time of the bid opening.

2.3.1.1 Air Conditioning and Ventilation System Service and Repair including HVAC Control System Service and Repair and Duct Cleaning Services

2.3.1.2 Boiler/Burner Service and Repair

2.3.4.3 Electricians Service

2.3.4.4 Medium Voltage Electricians Service

2.3.4.5 Plumbers Service

2.3.4.6 Welders Service

2.3.4.7 Sewer/Mechanical Contractors

2.4 Contractors Equipment:

The Contractor shall supply all tools and equipment required for the execution of the assigned work. A detailed Equipment List must be provided in your response.

2.4.1 Non-compensable Equipment: All trade related equipment, hand tools and power tools, normally supplied with the labor to complete services are not compensable. The provision and use of this equipment shall be included in the Labor rate.

2.4.2 Compensable Equipment: When "special equipment" (as agreed to by the University) is required to perform the Work, compensation to the Contractor shall be as follows:

2.4.2.1 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces) shall be compensable at actual rental invoice cost to the contractor with no markup allowance.

2.5 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.

2.5.1 All equipment, parts and materials shall be provided and installed in accordance with the American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI) and all State and Local Building and Fire Codes.

2.5.2 All equipment and materials provided must meet University specifications or approval.

2.6 Warranty – Workmanship and Materials:

All equipment, materials and labor provided under this contract shall be warranted by the providing Contractor. Equipment and material warranties are the responsibility of the Contractor.

2.6.1 Contractors shall warranty all work performed under this contract award for a period of one (1) year from the completion date of service provided.

2.6.2 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.

2.6.3 One (1) year is the minimum material and equipment warranty period, if the manufacturer's warranty period exceeds this minimum the longer term shall prevail.

2.7 Response Times:

The Contractor must be able to respond to the needs of the University in a timely fashion.

2.7.1 The contractor must provide twenty-four (24) hour 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.

2.7.2 Contractors are required to respond within two (2) hours after notification of an emergency call.

2.7.3 Contractors are required to respond within forty eight (48) hours after notification of routine maintenance requirements.

2.7.4 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.

2.8 Worksite Conditions:

2.8.1 All work must be performed in a safe manner in compliance with all University policies found in the University's "Environmental, Health, and Safety (EHS) Requirements for Construction, Service and Maintenance Contractors" Manual. The referenced manual can be found here:

http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

Awarded Contractors shall provide the referenced manual to all assigned staff and insure said staff understands and complies with all policies referenced therein.

2.8.2 The Contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Contractor's work.

- 2.8.3 The Contractor shall be held solely responsible for any damage to existing structures, systems, equipment and/or site caused by their representatives, employees and sub-contractors and shall repair or replace same to its original condition at no additional cost to the University.
- 2.8.4 If any shutdown of services is required, the Contractor must contact the University prior to shut down.
- 2.8.5 The Contractor shall keep the site cleaned and swept on a daily basis, or more often if required to keep premises clean and safe.
- 2.8.6 The Contractor must remove all rubbish, materials, and debris from the work site on a daily basis.
- 2.8.7 Existing walks, driveways and parking areas are to be kept free and clean at all times.

2.9 Contractor's Responsibilities:

It is not the intent of this document to describe all existing conditions.

- 2.9.1 Contractors are responsible for a site visit to examine the site with the appropriate University representative prior to performing any assigned task.
- 2.9.2 Failure to visit the site and note all conditions will in no way relieve the contractor from completing the work to the satisfaction of the University.
- 2.9.3 Contractors are responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any assigned project.
- 2.9.4 The University is not obligated to supply, nor be responsible for, the accuracy of measurements and any other related work.
- 2.9.5 The Contractor's staff must sign in upon arrival at Work Order Control in the Facilities building and sign out when leaving the site for any reason.
- 2.9.6 At completion of work and prior to leaving the site, the Contractor must submit a "work ticket" that accurately documents the hours worked, work performed, and a detailed list of the parts and materials used. All "work tickets" must be signed off by the appropriate University Representative. A copy shall be left on site and a copy shall be provided with the Contractor's invoice.
- 2.9.7 Contractor's vehicles shall be maintained in good working order and any repairs shall be the sole responsibility of the contractor.
- 2.9.8 Contractor will be required to acquire a "Vendor Parking Pass" from Parking and Transportation services for each vehicle used in the execution of this contract. Contractor shall park only at locations to be designated by the University.
- 2.9.9 Building Permits: Contractor will obtain all required permits from the University Building Inspector and Fire Marshalls office. (There will be no charge for these permits)

2.10 Assigned Personnel:

- 2.10.1 The Contractor at the University's discretion may be asked to assign a qualified, dedicated account representative/ trade person for each University location.
- 2.10.2 The Contractor shall make every effort to maintain consistency in staff assigned.
- 2.10.3 The Contractor's staff shall adhere to proper conduct at all times. Proper conduct is meant to include, but shall not be limited to the following:
 - 2.10.3.1 There shall be no weapons, drugs or alcohol on the premises.
 - 2.10.3.2 No smoking is allowed on the premises unless there is a smoking designated area and the smoking is conducted in such area designated as smoking area.

2.10.3.3 No exterior doors are left opened or unlocked.

2.10.3.4 The Contractor's staff shall be polite and courteous at all times.

2.10.3.5 The Contractor's staff will adhere to all State and University rules and regulations.

2.11 Temporary Utilities:

The Contractor shall have temporary use of electrical power, water, etc. from existing outlets as directed by the University. The contractor shall furnish all connections and extensions from these outlets at their own expense.

2.12 Storage of Equipment:

2.12.1 The Contractor shall store all materials, tools and equipment only in areas designated by the University.

2.12.2 The Contractor shall keep those areas clean and clear of combustible waste.

2.12.3 Any items stored out-of-doors shall be stored off the ground on adequate supports, protected with secure tarpaulins.

2.12.4 The Contractor shall provide adequate facilities for the storage of waste materials and rubbish prior to removal from the site. Debris, surplus materials, equipment, etc., shall be removed daily.

2.12.5 No ladders, tools or equipment shall be left unattended or unsecured.

2.12.6 The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism of his materials, tools and equipment at all times including when work is not in progress at night, weekends or holidays.

2.13 Disputes:

In the event of a disagreement between the using department's representative and the Contractor regarding interpretation of contractual requirements or individual job requirements, the Contractor is to proceed with the work in question, (unless asked to cease by the University's Representative), under protest until the disagreement is resolved. If the dispute cannot be resolved at the department level, the Director of Procurement Services will be required to arbitrate a resolution. The decision of the Director of Procurement Services will be binding.

2.14 Contract Pricing: Pricing will be based on provided hourly rates and required materials at the Contractor's actual cost plus the provided mark-up percentage:

2.14.1 All inclusive hourly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal cost, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication. Adjustments to all inclusive hourly, rates are subject to University review and approval.

2.14.2 Contractor(s) shall provide pricing/quotations with adequate detail, labor/supervisor rates, list of subcontractors (if applicable), services performed, parts and materials provided with appropriate mark up on a "time & material" basis. Quotations will be provided at no cost to the University.

2.14.3 Bidders may submit pricing for only those locations that they intend to provide services to.

2.14.4 Bidders may submit pricing for only those trade services that they intend to provide.

2.14.5 Department of Labor Service Rates:

The awarded Contractor will provide services that have mandated service rate requirements.

- 2.14.5.1** The wages paid on an hourly basis to any laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund as defined in Subsection (h) of Section 31-53 and 31-57F of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Contractor's Wage Certification Form which shall be made a part of the Contract.
- 2.14.5.2** Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, the bidder shall submit certified payroll record, utilizing the forms furnished at www.ctdol.state.ct.us. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.
- 2.14.5.3** Please note that it will be the successful contractor's responsibility to monitor wage rates issued by the Connecticut Department of labor and ensure that non-supervisory employees are paid the most current wage and benefit rate. Contact the Connecticut Department of Labor with questions. www.ctdol.state.ct.us
- 2.14.6** All additional charges, home office expenses, indirect costs relating to field administrative personnel and support staff, insurance including but not limited to general liability, automobile, umbrella, and pollution liability, safety related equipment and other related costs, small tools, consumables which are normally used in execution of the work, Travel time, mileage, meals, parking and/or other items as are commonly considered part of home office overhead are the responsibility of the Contractor and is considered overhead. Such costs are a part of the allowable overhead and markup represented within the contract.
- 2.14.7 Materials:**
Pricing for materials used for the performance of contracted services shall be no greater than a 10% mark-up from the vendor's actual invoice price.
- 2.14.7.1** The University reserves the right to request copies of invoices for materials furnished from the Contractor's suppliers.
- 2.14.7.2** When appropriate, the University reserves the right to furnish certain materials required in the completion of work under this contract.
- 2.14.8 Price Increases:**
Pricing shall remain fixed for the initial term of this Agreement, unless or until the CT DOL Standard Labor Rate is amended. Any request for increase from the Contractor shall be in writing and shall be, at a minimum, equal to but not greater than the most recent standard wage for those labor classifications published by the CT DOL.
- 2.14.8.1** Price increases will only be considered on an annual basis when:
- 2.14.8.1.1** The University is notified of the increase a minimum of thirty (30) calendar days prior to effective date of an increase;
- 2.14.9 Working Hours:**
Normal working hours are considered to be between 7:00 A.M. and 4:30 P.M. Monday through Friday. Overtime rates are considered to be for work performed after 4:30 P.M. Monday through Friday, Weekends and Holidays. Any work performed under the overtime category must be authorized in writing by the University.
- 2.14.10** 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.

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 | 06/2/14 |
| Closing Date for Inquires | 06/16/14 |
| Bid Due Date | 06/19/14; 2:00pm |
| Bidder Presentations (If necessary) | TBD |
- 3.2 Request for Information Procedure:** All questions must be directed in writing to Procurement Services, Attention Dennis Sienna@ (860) 486-5051 (fax) or email dennis.sienna@uconn.edu. Questions received verbally will not be answered. **No questions will be accepted after 2:00 p.m. on Monday, June 16, 2014.** 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's Procurement Services Department, 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 Procurement Service 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 with electronic CD/Stick must be submitted in a sealed package to:

University of Connecticut
Procurement Services Department
Attention: Dennis Sienna
3 North Hillside Road Unit 6047
Storrs, CT 06269-6047

Labeled: Bid No. LM040114-1 "Mechanical Services"

On or before 2:00 p.m. Eastern Standard Time Thursday, June 19, 2014

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- Additional company information relating to required qualifications

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:

Experience: History in providing services to Institutions of higher education or other large commercial contracts where requirements are similar in size and scope to those of the University. Minimum of three (3) required.

Maximum Points Available: 40

Safety records for past 5 years

Maximum Points Available: 15

Emergency services response time
Maximum Points Available: 10

Provide evidence that technicians are experienced, well trained and appropriately equipped to perform to the University's standards.
Maximum Points Available: 10

Provide evidence of adequate staffing and equipment availability.
Maximum Points Available: 10

Pricing: Maximum Points Available: 15

3.8 Presentation:

Potential firms may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration/evaluation

3.9 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.

3.10 Qualifications of Firm:

3.10.1 Proposals will only be considered from firms or persons with a demonstrated and substantial history of experience in successfully providing the highest quality of Mechanical Services to entities whose requirements are similar in size and scope to those of the University.

3.10.2 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.

3.10.3 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.

3.10.4 Proposals shall include at least five (5) references for clients receiving services similar in size and scope to those of the University

3.11 Minimum Requirements: The following are the minimum acceptable requirements for Contractors listed by discipline.

3.11.1 HVAC Contractors:

3.11.1.1 Licensed mechanics:

- A. Minimum of one (1) staff with current S-1 license
- B. Minimum of six (6) staff with current S-2 license
- C. Minimum of one (1) staff with current D-1 license
- D. Minimum of three (3) staff with current D-2 license
- E. An appropriate number of apprentice or "helper" level staff

3.11.1.2 Support staff: Including a dedicated outside estimating and service representative, inside sales representative and billing coordinator.

3.11.1.3 Specialty Equipment: As appropriate for all installation, repair and maintenance work.

3.11.1.4 Other: Certifications from major HVAC equipment manufacturers.

3.11.1.5 Contractor shall be familiar with control work and control components including programming; service work including controller installation of air handlers, pumps, valves, and network control components.

University Systems: Johnson Controls, Andover Controls and Siemens Controls.

3.11.2 Boiler Contractors:

3.11.2.1 Licensed mechanics:

- A. Minimum of one (1) staff with current S-1 license
- B. Minimum of six (6) staff with current S-2 license
- C. Minimum of one (1) staff with current B-1 license
- D. Minimum of three (3) staff with current B-2 license
- E. An appropriate number of apprentice or "helper" level staff

3.11.2.2 Support staff: Including a dedicated outside estimating and service representative, inside sales representative and billing coordinator.

3.11.2.3 Specialty Equipment: As appropriate for all installation, repair and maintenance work.

3.11.3 Plumbing Contractors:

3.11.3.1 Licensed mechanics:

- A. Minimum of one (1) staff with current P-1 license
- B. Minimum of six (6) staff with current P-2 license
- C. An appropriate number of apprentice or "helper" level staff

3.11.3.2 Support staff: Including a dedicated outside estimating and service representative, inside sales representative and billing coordinator.

3.11.3.3 Specialty Equipment: As appropriate for all installation, repair and maintenance work.

3.11.4 Electrical Contractors:

3.11.4.1 Licensed mechanics:

- A. Minimum of one (1) staff with current E-1 license
- B. Minimum of six (6) staff with current E-2 license
- C. An appropriate number of apprentice or "helper" level staff

3.11.4.2 Support staff: Including a dedicated outside estimating and service representative, inside sales representative and billing coordinator.

3.11.4.3 Specialty Equipment: As appropriate for all installation, repair and maintenance work.

3.11.5 Medium Voltage Electrical Contractors:

3.11.5.1 Licensed mechanics:

- A. Minimum of one (1) staff with current E-1 license
- B. Minimum of four (5) staff with current E-2 license
- C. Minimum of one (1) staff with current L-1 license
- D. Minimum of three (3) staff with current L-2 license
- E. Minimum of one (1) staff qualified in MV testing
- F. Minimum of one (1) staff certified as a Level 1 Thermographer
- G. An appropriate number of apprentice or "helper" level staff

- 3.11.5.2** Service Vehicles: Must be equipped with all tools and small equipment generally used in the service, repair and installation of Medium Voltage systems. A minimum of one (1) with a reach of at least 39 feet.
- 3.11.5.3** Support staff: Including a Safety Manager with a minimum of 10 years' experience in Medium Voltage safety management, a dedicated outside estimating and service representative, inside sales representative and billing coordinator.
- 3.11.5.4** Specialty Equipment: Contractor must have all equipment and technology required to provide service to Medium Voltage systems, to include but not limited to:
- A. Electrical bucket truck(s) with insulation rating of 100kV AC or higher
 - B. Medium voltage meggers
 - D. High pot testing equipment rated at 100kV DC minimum
 - C. Hot phasing sticks rated at 48Kv AC minimum
 - D. A ductor testing device for testing connections
 - E. A transformer turns ratio testing device
 - F. Required confined space safety equipment.
 - G. Required medium voltage safety equipment.
 - H. Proper arc flash, safety equipment and clothing
 - I. Infra-red thermal scanning equipment.
 - J. Underground electrical cable detecting equipment
 - K. Medium Voltage Splicing equipment as required
 - L. Access to pole setting equipment and operators
 - M. Access to appropriate excavation equipment and operators
- 3.11.5.5** Other Requirements:
- A. Certifications from three (3) separate Medium Voltage termination and splice kit manufacturers (i.e. Elastimold, Raychem, 3M, etc.)
 - B. Successful record working with on Medium Voltage systems (2,000 – 34.5kV) Vac or above.
 - C. Successful record working on a minimum of three (3) different emergency transfer electrical supply systems involving transfer equipment rated at 4,160 Vac
 - D. Successful experience in street and roadway lighting
 - E. Exceptional safety program content and management
- 3.11.6 Welding Contractors:**
- 3.11.6.1** Licensed mechanics:
- A. Minimum of one (1) staff with current G-9 license
 - B. Minimum of one (1) staff with current G-8 license
 - C. An appropriate number of apprentice or "helper" level staff
- 3.11.6.2** Support staff: dedicated outside service representative, inside sales representative and billing coordinator.
- 3.11.6.3** Specialty Equipment: As appropriate for all installation, repair and maintenance projects including confined space equipment.
- 3.11.7 Sewer/Mechanical Contractors:**
- 3.11.7.1** Contractor must be able to work on and supply parts for the following systems but not limited to:
- Aeration – Processing Equipment Mechanical and Air Operated Systems
 - Aeration Controls, VFDS, Mechanical and Air Driven
 - Blowers and Compressors – Rotary PD & Centrifugal, HIS Multistage Chemical Feed Pumps
 - Bio-solids Handling Equipment Systems
 - Complete Head works Systems
 - Disinfection, UV, Chemical, De-chlorination Systems
 - Grit Removal Systems – Air Mechanical
 - Odor Control – Chemical, Mechanical and Biological

- Primary and Secondary Clarifiers – Mechanical, Electrical Hydraulic related Gearboxes & Drives
- Primary Screens, Mechanical, Electrical & Hydraulic
- Solids Handling Pumps & Conveyors, all related equipment & controls
- Tertiary Screens, Electrical, Hydraulic & related controls
- Thickening & Dewatering Equipment
- Water & Wastewater Process, Pumping, Valve Systems, & Scada Control Systems
- Water & Wastewater System Piping – Hydrants, Well System Piping, Pumps, Controls – Live Taps, Line Stops, Grease Trap Repairs, Chemical Feed & Storage Tanks, Advanced Filtration Systems & Flow Control and Metering Systems

3.11.8 Multi-discipline Contractors:

The University may at times require a “multi-discipline” Contractor to complete larger, more complex jobs. To be considered for this tier of service the Contractor must meet all the requirements of the HVAC, Plumbing and Electrical Contractors and have access to subcontractors for any additional trades required ie: riggers, concrete, welding, etc.

3.12 DOCP Labor Classifications:

The following licensed labor types will be required to supplement University resources

- 3.12.1** S-1 Unlimited Contractor - The holder of this license may do all heating, piping and cooling work as defined in Section 20-330 of the General Statutes.
- 3.12.2** S-2 Unlimited Journeyman - The holder of this license may do the same work as the S-1 licensee, but only while in the employ of a contractor licensed for such work.
- 3.12.3** B-1 Limited Contractor - The holder of this license may perform only work of installing, servicing or repairing gas or oil burners for domestic and light commercial installations. A domestic or light commercial burner shall be considered as one consuming five gallons or less per hour.
- 3.12.4** B-2 Limited Journeyman - The holder of this license may perform the same work as the B-1 licensee, but only while in the employ of a contractor licensed for such work.
- 3.12.5** D-1 Limited Contractor - The holder of this license may perform only work limited to installation, replacement, repair, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment. This license does not include the installation or servicing of oil burners of any size.
- 3.12.6** D-2 Limited Journeyman - The holder of this license may perform the same work as the D-1 licensee, but only while in the employ of a contractor licensed for such work.
- 3.12.7** G-9 Limited Contractor - The holder of this license may perform only work limited to the welding process of pipe and associated fittings and materials.
- 3.12.8** G-8 Limited Journeyman - The holder of this license may do the same work as the G-9 licensee, but only while in the employ of a contractor licensed for such work.
- 3.12.9** P-1 Contractor Unlimited - The holder of this license may perform all plumbing and piping work as defined in Section 20-330 of the General Statutes.
- 3.12.10** P-2 Unlimited Journeyman - The holder of this license may do the same work as the P-1 licensee, but only while in the employ of a contractor licensed for such work.
- 3.12.11** E-1 Unlimited Electrical Contractor - The holder of this license may do all electrical work as defined in section 20-330 of the General Statutes.
- 3.12.12** E-2 Unlimited Electrical Journeyman - The holder of this license may do the same work as an E-1 licensee, but only while in the employ of a contractor licensed for such work.

3.12.13 L-2 Limited Electrical Line Journey person - The holder of this license may perform the same work as an L-1 licensee, but only while in the employ of a contractor licensed for such work.

**Representative PART IV
FORM OF PROPOSAL
LM040114-1**

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

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

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, 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; _____

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

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: _____

FORM OF PROPOSAL

Contractor Type: Select the trade services you intend to provide

- HVAC, Heating, Air Conditioning & Ventilation System Service & Repair including: HVAC Control System Service & Repair & Duct Cleaning Services
- Boiler/Burner Service and Repair
- Electricians Service
- Medium Voltage Electricians Service
- Plumbers Service
- Welders Service
- Multi-discipline Contractor (HVAC, Electrician & Plumbing at a minimum)

PRICING: Provide pricing for the labor classifications and locations you are proposing to service

Materials and supplies at actual invoice plus 10%

Special Equipment rental at actual invoice plus _____%

Sub-contracted labor at actual invoice plus 5 _____%

Labor Class	Storrs/Depot		Avery Point		Hartford/West Hartford		Stamford		Waterbury/Torrington	
	RegTime	OT	RegTime	OT	RegTime	OT	Reg Time	OT	Reg Time	OT
S-1										
S-2										
D-1										
D-2										
B-1										
B-2										
E-1										
E-2										
G-9										
G-8										
P-1										
P-2										
L-1										
L-2										
Apprentice/Helper										

**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 _____ 2014

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____
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**

- a. **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the state of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other personal subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term of provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.
- b. **Immunity from Liability:** Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from the contractor's activities involving third parties and arising from this contract.
- c. **Choice of Law and Venue:** The terms and provisions of this RFP and any contract (s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.

6.7 **Background Checks:**

- (a) Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.
- (b) Without limiting the obligations of Contractor under Section 2.4 of this Contract, Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty

and/or that are caused in whole or in part by the actions or omissions of Contractor, its employees, or other persons that Contractor causes to be on the campus.

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 Vendor Code of Conduct:

In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.

6.12 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.

6.13 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.

6.14 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.

6.16 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.

6.17 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

- 2. Commercial General Liability:
 - Combined single limit: \$500,000 policy 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, contract number, hourly rates and materials. Additionally, invoices shall provide adequate detail, labor/supervisor rates, list of subcontractors (if applicable), service performed, parts and materials provided with appropriate mark up. All items shall be broken out with line item detail and all required backup shall be attached. Invoices will be checked against certified payroll and "documentation of service" provided on

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 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.

6.29 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.

6.30 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.

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

<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. <hr/> 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

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

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 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
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public



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

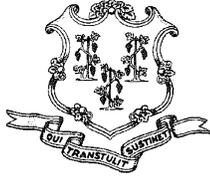
Printed Name of Authorized Official

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.



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent 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)

My Commission Expires

CODE OF CONDUCT FOR UNIVERSITY OF CONNECTICUT VENDORS

The University of Connecticut (“UConn”) has a longstanding commitment to the protection and advancement of socially responsible practices that reflect respect for fundamental human rights and the dignity of all people. UConn strives to promote basic human rights and appropriate labor standards for all people throughout its supply chain. Promoting these values in concrete practice is the central charge of the President’s Committee on Corporate Social Responsibility (<http://csr.uconn.edu/>).

UConn is also committed to building a safe, healthy and sustainable environment through the conservation of natural resources, increasing its use of environmentally responsible products, materials and services (including renewable resources), and preventing pollution and minimizing waste through reduction, reuse and recycling. UConn is proactive about purchasing products that have these environmental attributes or meet recognized environmental standards, when practicable, and buying from entities committed to the support of campus sustainability goals. The University seeks to partner and contract with vendors that demonstrate a similar commitment to these values. Selected vendors may be required to provide a comprehensive summary report of their corporate social and environmental practices.

Principal Expectations

The principal expectations set forth below reflect the minimal standards UConn's vendors are required to meet.

Nondiscrimination. It is expected that vendors will not discriminate in hiring, employment, salary, benefits, advancement, discipline, termination or retirement on the basis of race, color, religion, gender, nationality, ethnicity, alienage, age, disability or marital status, and will comply with all federal nondiscrimination laws and state nondiscrimination laws¹, including Chapter 814c of the Connecticut General Statutes (Human Rights and Opportunities), as applicable, and further will provide equal employment opportunity irrespective of such characteristics, including complying, if applicable, with Federal Executive Order 1124b, and the Rehabilitation Act of 1973.

Freedom of Association and Collective Bargaining. It is expected that vendors will respect their employees’ rights of free association and collective bargaining, including, if applicable, complying with the National Labor Relations Act, and, if applicable, Chapters 561 and 562 of the Connecticut General Statutes (Labor Relations Act, Labor Disputes) and Chapters 67 and 68 of the Connecticut General Statutes (State Personnel Act, Collective Bargaining for State Employees).

Labor Standard Regarding Wages, Hours, Leaves and Child Labor. It is expected that vendors will respect their employees’ rights regarding minimum and prevailing wages, payment of wages, maximum hours and overtime, legally mandated family, child birth and medical leaves, and return to work thereafter, and limitations on child labor, including, if applicable, the

¹ Wherever this code refers to compliance with federal or state laws, that term includes compliance with

any regulations duly promulgated pursuant to such laws.

rights set forth in the Federal Fair Labor Standards Act, the Federal Family and Medical Leave Act, the Federal Davis-Bacon Act and Chapters 557 and 558 of the Connecticut General Statutes (Employment Regulation, Wages).

Health and Safety. It is expected that vendors will provide safe and healthful working and training environments in order to prevent accidents and injury to health, including reproductive health, arising out of or related to or occurring during the course of the work vendors perform or resulting from the operation of vendors' facilities. Accordingly, it is expected that vendors and their subcontractors will perform work pursuant to UConn contracts in compliance with, as applicable, the Federal Occupational Safety and Health Act and Chapter 571 of the Connecticut General Statutes (Occupational Safety and Health Act).

Forced Labor. It is expected that vendors will not use or purchase supplies or materials that are produced using any illegal form of forced labor.

Harassment or Abuse. It is expected that vendors will treat all employees with dignity and respect, and that no employee will be subjected to any physical, sexual, psychological or verbal abuse or harassment. It is further expected that vendors will not use or tolerate the use of any form of corporal punishment.

Environmental Compliance. It is expected that vendors will comply with all applicable federal and state environmental laws and Executive Orders, including but not limited to Titles 22a and 25 of the Connecticut General Statutes (Environmental Protection and Water Resources protection) and Executive Order 14 (concerning safe cleaning products and services). UConn expects vendors will employ environmentally responsible practices in the provision of their products and services.

Preferential Standards

The preferential standards set forth below reflect UConn's core values. UConn will seek to uphold these values by considering them as relevant factors in selecting vendors.

Living Wages. UConn recognizes and affirms that reasonable living wages are vital to ensuring that the essential needs of employees and their families can be met, and that such needs include basic food, shelter, clothing, health care, education and transportation. UConn seeks to do business with vendors that provide living wages so as to meet these basic needs, and further recognizes that compensation may need to be periodically adjusted to ensure maintenance of such living wages. Vendors are encouraged to demonstrate that they pay such living wages.

International Human Rights. For UConn, respect for human rights is a core value. UConn seeks to do business with vendors who do not contribute to or benefit from systemic violations of recognized international human rights and labor standards, as exemplified by the Universal Declaration of Human Rights.

Foreign Law. UConn encourages vendors and vendors' suppliers operating under foreign law to comply with those foreign laws that address the subject matters of this code, provided such foreign laws are consistent with this code. Vendors and their suppliers operating under foreign law are similarly encouraged to comply with the provisions of this code to the extent they can do so without violating the foreign law(s) they operate under.

Environmental Sustainability. UConn will prefer products and services that conserve resources, save energy and use safer chemicals, such as recycled, recyclable, reusable, energy efficient, carbon-neutral, organic, biodegradable or plant-based, in addition to products that are durable and easily repairable, and that meet relevant certification standards above and beyond those required by law. While UConn is not legally bound to comply with Connecticut General Statutes 4a-67a through 4a-67h concerning environmental sustainability standards in purchasing, it will nevertheless consider vendors' ability to meet those standards in rendering its purchasing decisions. Vendors are encouraged to demonstrate their commitment to environmental sustainability.

Compliance Procedures

Anyone who believes a vendor doing business with UConn has not complied or is not complying with this code may report such concerns to UConn's Office of Audit, Compliance and Ethics (OACE) at 1-888-685-2637 or <https://www.compliance-helpline.com>.

OACE has the authority to investigate such matters, and if warranted, recommend remedial action to the UConn administration.

Please review the material listed and per the signature of the authorized Company Official, all Expectations, Standards, and Procedures listed above will be in compliance in regards to this Contract.

Name of Company

Signature of Authorized Company Official

Date