



**REQUEST FOR QUOTATION  
LP040215-1**

**“Turf Installation for the Athletic Department”**

**Issue Date: April 2, 2015**

**Bid Due Date: April 30, 2015  
2:00 P.M. (EDT)**

**Issued By:**

**Lou Priest  
Purchasing Agent  
Purchasing Department  
3 North Hillside Road Unit 6076  
Storrs, Connecticut 06269-6076  
Phone: (860) 486-4960  
Fax: (860) 486-5051  
[lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu)**

## Introduction

The University of Connecticut is soliciting bids from experienced and qualified vendors to provide and install for the University of Connecticut's Department of Athletics naturally grown sports turf as required for various sports venues at the UConn Campus in Storrs and its Regional Campuses as required. The successful vendor(s) must be able to supply all equipment, materials and labor to meet the various needs of the University for sports sod.

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

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

## SECTION 1

- 1.1 **Project Overview:** The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from qualified vendors to provide sports sod for various areas of the University's Athletic fields. The contract(s) resulting pursuant to this RFQ may be based on CT DOL Standard Wage Rate regulations.
- 1.2 **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 30,034 students. The Storrs campus has an enrollment of approximately 21,881 undergraduates and 8,153 graduate students including a resident population of approximately 16,191 students. There are approximately 4,586 full and part-time faculty and staff.
- 1.3 **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
- 1.4 **Term of Contract:** The term of any contract resulting from this RFQ shall be from date of award through June 30, 2018 with options to renew for two (2) additional one (1) year periods or parts thereof. Said options will only be exercised upon satisfactory performance and by mutual written consent of the parties. Such intent to renew shall be conveyed to the firm in writing thirty (30) days prior to the effective date of the renewal.
- 1.5 **Contract Value:** Contract Value: The estimated annual budget for this contract is \$100,000. 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

## SECTION 2

### SPECIFICATIONS

2.0 **Scope of Work:** The University of Connecticut has a number of large natural turf fields that will be covered by this RFQ. During the term of the contract resulting from this solicitation, the University will, at its discretion, request sod replacement to its facilities in whole or in part at the locations listed herein.

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

2.1.1 Contractors are required to comply with all aspects of the UConn Contractor EHS Manual, (Environmental, Health and Safety Requirements for Construction, Service and Maintenance Contractors).

2.1.2 Copies of the appropriate manuals will be provided to the Contractor by the UConn Contract Coordinator.

2.2 **Service Areas:** Service locations may include but are not limited to:

Baseball Field:	Infield	8,000 square feet
	Outfield	100,000 square feet
Softball Field:	Outfield	30,000 square feet
Football Practice Field A:		100,000 square feet
Football Practice Field B:		70,000 square feet
Soccer Practice Field A:		100,000 square feet
Soccer Practice Field B:		100,000 square feet
Soccer Game Field:		100,000 square feet

Football and Soccer fields may require sod replacement to only a portion of the playing field.

2.3 **Installation Requirements:** The Contractor must have the required technical abilities, equipment and manpower to perform the following tasks:

2.3.1 Remove existing sod; the areas must be stripped utilizing a Koro Field-Topper system or acceptable alternate approved by the UConn Project Manager.

2.3.2 Contractor will be responsible for removal and disposal of existing turf material and debris.

2.3.3 The contractor will be responsible to Laser grade the playing surface to a 1 to 1.5% grade conforming to the existing slope direction(s) of the playing surface using low ground-pressure equipment.

2.3.4 Remove any stones or debris larger than 1 inch diameter or length.

2.3.5 All reasonable care will be exercised so as not to disturb irrigation or drainage systems. Any damage shall be repaired at no cost to the University.

- 2.3.6 The exposed areas shall be re-sod using 4-foot wide rolls.
  - 2.3.7 Immediately prior to re-sodding, the sod bed shall be lightly scratched with a fine-toothed harrow or hand rake to produce a slightly roughened surface appropriate to accept the sod.
  - 2.3.8 The sod bed shall be reasonably moist and shall be watered if necessary.
  - 2.3.9 The sod shall be laid smoothly, edge to edge with no gaps or overlaps and in full contact with the underlying soil.
  - 2.3.10 The sod shall be laid parallel to the longest dimension of the field starting along the touchline and progressing across the field in continuous parallel rows. All joints between sod strips shall be staggered.
  - 2.3.11 After sodding, the field may require rolling as determined by the UConn Project Manager.
  - 2.3.12 Any areas that have not successfully responded to sodding will be re-sodded at no additional charge until the entire area has established satisfactory turf as determined by the UConn project Manager.
  - 2.3.13 The contractor must provide a timeline for completion of any project for approval by the UConn Project Manager. This will include target start date and dates for the installation requirements listed above. The Contractor must complete projects within the time-line approved by the UConn Project Manager.
- 2.4 **Sod Requirements:** The Contractor shall either be an established turf farm with experience in sports turf cultivars, or have ready access to sports turf sod that meets the following specifications.
- 2.4.1 4 -foot wide rolls of a Kentucky bluegrass blend of at least three different cultivars. (Cultivars to be approved by the UConn Project Manager prior to delivery and installation)
  - 2.4.2 The age of the sod will be no less than 12 months and no more than 18 months.
  - 2.4.3 The texture of the soil on which the sod is established, shall be compatible with the soil texture of the existing soil on the playing field – this will be determined by a soil texture analysis from a soil testing laboratory approved by the UConn Project Manager.
  - 2.4.4 All sod shall be harvested, delivered and set in place within a 24 hour period.
  - 2.4.5 The UConn Project Manager will notify the Contractor in advance when individual projects are in the planning stage.
- 2.5 **Contractor Requirements:** The successful Contractor must provide sufficient details relating to relevant ability and experience in the installation of sports field sod. Failure to meet these requirements will cause the resposdee to be disqualified for non-compliance.
- 2.5.1 Contractor must have been in the business of sod installation for a minimum of five (5) years, and be able to document this experience.
  - 2.5.2 Contractor must have completed projects of this type on a minimum of three (3) collegiate and/or professional sports fields within the last five (5) years.

Contractor must provide accurate documentation and references. References must include the name, phone number, and correct email address for a contact person that will respond.

2.5.3 Contractor must have all equipment required for the execution of the required work. Contractor must provide a complete listing of their equipment.

2.5.4 If the Contractor is not a sports turf grower, the Contractor must provide documentation of the proposed source of the sod to be used and the business relationship with the grower.

2.6 **Invoicing:** All invoices submitted must meet the requirements of the University. Invoices will be sent to:

Accounts Payable Dept.  
3 North Hillside Road - Unit 6080  
Storrs, CT 06269-6080  
Ph: 860-486-4137  
Fx: 860-486-5803  
Email: [apinvoices@uconn.edu](mailto:apinvoices@uconn.edu)

2.6.1 Invoices shall provide adequate detail, labor/supervisor rates, and lists of any subcontractors used for services 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.

Inquiries regarding invoices will be directed to:

The University of Connecticut  
2111 Hillside Road, U-3078  
Storrs, CT 06269-3078  
Attn: Evan Feinglass  
(860) 486-1258

The successful vendor must be able to accept payment by: **Conventional check or EFT (e-invoicing)**

2.7 Quotations: All quotes shall provide adequate detail, labor/supervisor rates and states subcontractors used for services performed, parts and materials provided with appropriate mark-up. All items shall be broken out with line item detail and all required backup attached.

## SECTION 3

### 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 **Department of Labor Service Rates:** The awarded Contractor may be required to provide services that have mandated service rate requirements.
- 3.1.1 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.
- 3.1.2 Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, the bidder shall submit a certified payroll record, utilizing the form found at [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). The certified payroll shall be submitted on a monthly basis with a Statement of compliance to the University.
- 3.1.3 **Price Increases for Labor:** Prices shall remain fixed for the first term of the contract, **unless or until the CT DOL Standard Labor Rate is amended.** The bidder shall, in the pricing section of the "Form of Bid", state the percentage of the overall bid amount which is dedicated to the payment of wages to those employees who will be paid the "Standard Wage" set by the CT DOL. If the "Standard Wage" is increased, that percentage of the bid amount will be increased by the same percentage as the increase to the "Standard Wage". Other price increases will only be considered on an annual basis when:
- 3.1.3.1 When price increases are based on a documented change in vendor's net cost of providing services, and,
- 3.1.3.2 When the University is notified of the increase a minimum of thirty (30) prior to effective date and,
- 3.1.3.3 When the vendor provides the University any and all documentation it may require to support the proposed price increase and,
- 3.1.3.4 Requested increases are in line with the US DOL CPI adjustment for the previous year.
- 3.1.4 **Price increases for goods:** will only be considered on an annual basis as follows:
- 3.1.4.1 When the University is notified of the increase a minimum of thirty (30) calendar days prior to the effective date of an increase;
- 3.1.4.2 When the Contractor provides the University with any and all documentation it may require to support the proposed rate increase; and,

3.1.4.3 When the increase conforms to an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature.

3.1.5 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](http://www.ctdol.state.ct.us).

3.1.6 All travel time, mileage, meals and/or miscellaneous expenses are the responsibility of the Contractor.

3.2 **Proposal Submission:**

3.2.1 An original and one (1) copy and one (1) Soft copy (on CD or Flash Drive) of the Bid must be submitted in a sealed package to:

**University of Connecticut  
Procurement Services  
Attn: Lou Priest Jr.  
3 North Hillside Road, Unit 6047  
Storrs, CT 06269-6047**

**Labeled: RFQ No. LP040215-1 "Turf Installation for the Athletic Department"  
On or before 2:00 P.M. Eastern Daylight Time, Thursday, April 30, 2015**

**Any proposal received after the time specified for the receipt of proposals shall not be opened or considered and will be marked "LATE BID" and hall be returned unopened.**

3.2.2 Each respondent shall be solely responsible for the delivery of their bid to the University at the place and before the time as specified in 3.2.1 above. E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

3.2.4 All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in this RFQ must be made to:

**Lou Priest Jr.  
Capital Projects and Contract Administration  
3 North Hillside Road, Unit 6047  
Storrs, CT 06269-6047  
[lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu)**

All requests for clarification must be in writing and received no later than **4:00 pm April 14, 2015 by 2:00 P.M. (EDT)**. Responses to all written requests will be posted as a Proposal Clarification on the University of Connecticut Procurement Services Department website: <http://www.purchasing.uconn.edu> as well as the DAS website at [http://www.biznet.ct.gov/SCP\\_Search/](http://www.biznet.ct.gov/SCP_Search/)

**It is the responsibility of the interested firm's submitting to obtain any and all clarifications posted to the specified websites. Under no circumstances may any applicant or its representative contact any employee or representative of the University regarding the RFQ prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in the applicant being considered non-compliant and ineligible for award.**

- 3.2.5 **Informal Communications:** From the date of receipt of this RFQ 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 RFQs, 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.
- 3.2.5 **Formal Communications:** From the date of receipt of this RFQ by each applicant until a binding contractual agreement exists, as noted above, communications between the University and the applicants will be formal.
- 3.2.6 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFQ 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.
- 3.2.7 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.
- 3.2.8 A respondent shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 3.2.9 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 of Connecticut Procurement Services Department website; [www.purchasing.uconn.edu](http://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.
- 3.3 **Bid Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based not solely on the lowest cost, but based on an offer which, in the opinion of the University, best meets the requirements of this bid and is deemed to be in the best interest of the University. Non-acceptance of a bid means that another bid was deemed more advantageous to the University or that all bids were rejected.

- 3.3.1 Effective Period of Bids: Any bids submitted must remain in effect for a minimum period of one hundred and twenty (120) calendar days after the closing date to allow time for approval and award of the contract.
- 3.3.2 Minor Defects: If the University determines that a particular requirement may be modified or waived and still allow the University to meet the intent of this bid, the requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.
- 3.4.3 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, bids submitted early shall be modified or withdrawn only by written notice to the University. Such written notice shall be delivered in the same manner as the response.

3.4 **Format of Bids:**

- 3.4.1 Bids shall include an exact copy of the "Form of Bid." All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- 3.4.2 All Bids shall indicate the full name of the respondent submitting the bid and shall bear the signature of the principal duly authorized and in the case of a Joint Venture, by duly authorized representatives of each Joint Venture to execute contracts for the respondent. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Form of Bid omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected. The name of each person signing the Bid shall be typed or printed below the signature.
- 3.4.3 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 3.4.4 The terms and provisions of this RFQ and any contract resulting from this RFQ shall be construed in accordance with the laws of the State of Connecticut.
- 3.4.5 Any interpretation, correction, or change of this RFQ shall be made by clarification/addendum. Interpretations, corrections or changes of the RFQ made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Of Connecticut Procurement Services Department.
- 3.4.6 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Procurement Services Department. In all cases, no verbal communication will override written communications and only written communications are binding.
- 3.4.7 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

3.4.8 **The complete response to this RFQ shall include:**

- 3.4.8.1 An original bid response, one (1) complete copy, and one soft copy,
- 3.4.8.2 An exact copy of the "Form of Bid" included herein,
- 3.4.8.3 A completed "Bidder Contract Compliance Monitoring Report",
- 3.4.8.4 Completed, notarized original required affidavits,
- 3.4.8.5 Bidders Qualification
- 3.4.8.6 Code of Conduct Form
- 3.4.8.7 Anti-Collusion Affidavit
- 3.4.8.8 CT Economic Impact Form

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

- 3.4.9 No oral, telephonic or telegraphic bids will be accepted. If a bid is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.
- 3.4.10 No responsibility will be attached to any person for the premature opening of any bid which is not properly identified

3.5 **Modification Or Withdrawal of Bids Will Be Executed As Follows:**

- 3.5.1 A bid shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 3.2.1 above and the respondent so agrees in submitting a proposal. This 90 day period may be extended by mutual agreement between the University and the Bidder.
- 3.5.2 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 3.2.1.
- 3.5.3 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.

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

3.7 **Payment Terms:** The University's payment terms are 2% 15 days net 45 days. These terms shall be honored unless otherwise stated in the Form of Bid. The University will authorize payment to the vendor after providing satisfactory product and receipt of the vendor's invoice.

3.8 **Assignment/Modification or Subcontract:** The Contractor shall not assign its responsibilities or interests under this Contract to any other party without prior written approval of the University Coordinator. The University shall at all times, be entitled to assign or transfer its rights, duties and obligations under this Agreement to another governmental agency of the State of Connecticut upon giving written notice to the Contractor.

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

- 3.8.2 Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.
- 3.9 **Taxes:** The University of Connecticut is exempt from federal excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from state and local sales and use taxes on the services and/or equipment supplied pursuant to this agreement.
- 3.10 **Exceptions to Specifications:** The vendor shall clearly state in the bid, any exceptions to or deviations from these specifications; otherwise, the vendor will be held responsible for compliance with all specifications listed herein.
- 3.11 **Obligations:** The contents of the Request for Quotation (RFQ) and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.
- 3.12 **Additional Costs:** Costs associated with every aspect of labor, materials and service necessary to provide the commodity as specified herein must be included in the net pricing. The University shall not be responsible for any costs incurred by the vendor which are not included in the response.
- 3.13 **Submission/Opening:** All responses shall be date/time stamped upon receipt in the Purchasing Department no responsibility will be attached to any person for the premature opening of any package that is not properly identified. At the specified time stated in 3.2.1, all responses received shall be publicly opened.
- 3.14 **Warranty:**
- 3.14.1 The vendor shall unconditionally warrant all sod products as being free from pests, disease and weeds and capable of performing to the requirements of this bid when used by the University within the parameters in the specifications. The contractor shall correct any non-growing sod not due to the fault and negligence of the University and without charge to the University. A copy of the warranty must be enclosed with the bid response.
- 3.14.2 In the event that a repetition of any one defect occurs, indicating the probability of further failure and which can be traced to the sod grower, then the contractor shall not continue to repair or replace with the same material shall remedy the fault by a complete replacement of the entire defective unit.
- 3.14.3 In addition to any other warranties in this contract, the Contractor warrants, that work performed under this contract conforms to the contract requirements and is free of any defect in material, installation or workmanship performed by the contractor or any subcontractor or supplier at any tier.
- 3.15 **Prevailing Law:** The terms and provisions of this RFQ and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.
- 3.16 **Promotion:** Unless specifically authorized in writing by University Communications on a case by case basis, vendor shall have no right to use, and shall not use, the name of The University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of contractor's products or services; nor (c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

- 3.17 **Minor Technicalities:** The University reserves the right to reject any or all bids submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected.
- 3.18 **Contract Award:** It is the University's intent to make a single award. The University reserves the right to award a contract not based on price alone but on the basis of the bid which best meets the needs of the University.
- 3.19 **Statutory/Regulatory Compliance:** The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract which may result from this request for bid.
- 3.20 **Remedies Upon Default:** In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the university shall provide a "notice to cure". If after notice the vendor 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 vendor.
- 3.21 **Collection for Default:** The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
- 3.22 **Immunity from Liability:** Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract which may result from this solicitation.
- 3.23 **Indemnification:** Per Connecticut Statutes: State of Connecticut agencies i.e.: the University, may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the vendor or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut.
- 3.23.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the University may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this Bid. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The actions of any contractor with third parties are not binding upon the University.
- 3.23.2 **Choice of Law and Venue:** The terms and provisions of this bid and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 3.24 **Insurance:** The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:

- |    |                            |                         |
|----|----------------------------|-------------------------|
| a. | Workers' Compensation:     | Statutory limits        |
| b. | Employers' Liability:      |                         |
|    | Bodily injury by accident: | \$100,000 each accident |
|    | Bodily injury by illness:  | \$100,000 each employee |
|    |                            | \$500,000 policy limit  |
2. Commercial General Liability:
- |                        |                              |
|------------------------|------------------------------|
| Combined single limit: | \$1,000,000 each occurrence  |
|                        | \$2,000,000 annual aggregate |
3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):
- |                        |                             |
|------------------------|-----------------------------|
| Combined single limit: | \$1,000,000 each occurrence |
|------------------------|-----------------------------|
4. Umbrella Liability:
- |  |                             |
|--|-----------------------------|
|  | \$2,000,000 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 3.6 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 coverage's 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.

### 3.25 **Parking Guidelines and Information:**

#### Parking Services Information

University of Connecticut Parking & Transportation Services

3 North Hillside Road, Unit 6199 Storrs, CT 06269-6199

Phone: (860) 486-4930

Fax: (860) 486-0191

The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations. It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies. Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing. Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages. The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day. Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

#### **Visitor Parking**

It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours, [click here for North Garage](#) or call (860) 486-6267; [click here for South Garage](#) or call (860) 486-9088.

#### **Load Zones**

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

<http://www.park.uconn.edu/Parking2.html>

3.26 **Contract 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) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

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

3.26.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.

- 3.26.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 3.26.4 The University will be obligated only for those goods or Services rendered and accepted prior to the date Notice of Termination.
- 3.26.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 3.27 **Termination for Convenience:**
- 3.27.1 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.
- 3.27.2 If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) 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.
- 3.28 **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 may 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.
- 3.29 **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.
- 3.30 **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.
- 3.31 **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.
- 3.32 **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.
- 3.33 **Remedies upon Default:** In any case where the bidder has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure". If after the notice the bidder continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting bidder.

- 3.33.1 **Collection for Default:** The attorney general shall be requested to make collection from any defaulting bidder pursuant to the preceding paragraph.
- 3.34 **Qualification of Vendors:** Bids will only be considered from bidders with a demonstrated history of experience in successfully providing goods and services to Institutions of higher education or other large customers/contracts whose requirements are similar in size and scope to those of the University. Bidders should include with their response information that will demonstrate their overall ability to perform services as detailed within this document.
- 3.34.1 The bidder shall have the proper experience to provide good and services as listed within the bid. The successful bidder must have provided services of this type for a minimum of **five** years. Bidders should document their compliance to this requirement within their bid.
- 3.34.2 The University will reject the bid of any vendor and void any contract resulting from this solicitation to any bidder who makes any material misrepresentation in their bid.
- 3.35 **Use of Premises:** Contractor shall assume responsibility for the protection and safekeeping of their property stored on the site. Contractor shall be strictly limited in access to those portions of the University directly required for the performance of the contract.
- 3.36 **References:** The bidder shall include the minimum of three (3) references, where they have provided similar contracts of this size and scope. These references shall include the Institution/Firm name, contact person responsible for the project, telephone number, and accurate email address. References shall be provided on the Bidders Qualification Form furnished with the bid documents.
- 3.37 **Waste Materials:** The contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.
- 3.38 **Disputes:** Disputes between the contractor and the University which cannot be resolved at the departmental level shall be referred to the University Purchasing Department for mediation.
- 3.39 **Delivery Requirements:** It is preferable that deliveries be made utilizing straight bodied trucks. Driving on sidewalks, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, drivers must employ adequate care so as to avoid driving on adjacent green spaces to safeguard the students, faculty and staff, as well as the aesthetic beauty of the University.

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

Charges – All materials are to be charged FOB Destination. No additional charges will be allowed, ie: fuel surcharges.

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

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

- 3.40 **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 and an Iran Certification Form. 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](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.

The proposing vendor must certify that no elected or appointed official or employee or student of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFQ, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

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

- 3.41 **Executive Orders of the Governor:** Any Agreement subsequent to this RFP 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.

- 3.42 **Signature Authorization Documentation (Mandatory Submittal):** Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.

- A. If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- B. With the exception of an individual, signing in his/her individual capacity, ALL contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- C. Documentation must clearly state when and how such authorization was given.
- D. Documentation must state that the authorization is still in full force and effect.
- E. Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed.
- F. Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- G. Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.UConn.edu/corpres/corpres.html>

- 3.43 **Mandatory Affidavits:** In light of recent executive and legislative changes to Connecticut’s state contracting requirements, the Office of Policy and Management (“OPM”) has updated its contracting affidavits, certifications and affirmations. Pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell’s Executive Order No. 1, para 8, Large State Contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavit. Subsequently, Governor M. Jodi Rell’s Executive Order No. 7C modified the contract thresholds provided in Conn. Gen. Stat. §§ 4-250 and 251 for all procurements with a value of \$50,000 or more in a calendar or fiscal year.

In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods or services, which contract has a total value of \$50,000 or more in any calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of state ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants.

Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations. **Please include mandatory affidavits which can be found at:**

**[http://www.opm.state.ct.us/policies.htm#Office\\_Secretary](http://www.opm.state.ct.us/policies.htm#Office_Secretary)**

**Your proposal response must include the following original, notarized affidavits to be considered compliant:**

- “Gift & Campaign Contribution” – Form 1**
- “Consulting Agreement Affidavit” – Form 5**
- “Nondiscrimination Certification” – Form C**

- 3.45 **Vendor Code of Conduct:** In furtherance of its long standing 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.

3.46 **Non-Discrimination:**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means 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 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, 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 this section and to post copies of the notice in conspicuous places available to employees and applicants for 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 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.

### 3.47 **State Elections Enforcement Commission (SEEC) Requirements:**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly

acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 in this bid solicitation.

**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](http://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* 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.

## SECTION 4

### SUPPLEMENTAL TERMS and CONDITIONS

#### 4.0 **Qualification of Bidders:**

- 4.0.1 Bids will be considered from vendors with a demonstrated history of successfully providing similar goods or services to other institutions of higher education or private sector corporations with similar volumes and needs.
- 4.0.2 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's bid.
- 4.0.3 The University will reject any bid and void any award resulting from this RFQ to a vendor who makes any material misrepresentation in their bid.
- 4.0.4 The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their bid.

#### 4.1 **Information Requirement:**

- 4.1.1 Any catalogs or price sheets that pertain to this RFQ must be included for this bid to be deemed responsive.
- 4.1.2 Complete specifications of alternate brands/products to those specified must be included with the bid response to allow for proper evaluation. Samples of same may be required and shall be provided within five (5) business days of receipt of faxed request.

- 4.2 **Substitute Products/Approved Equal:** When a specific sod name is specified, it shall be construed solely for the purpose of indicating the standard of performance, aesthetic effect, quality, and features desired unless expressly stated elsewhere herein. Any other sod will constitute an alternate and must be approved prior to acceptance. Any bid containing a cultivar which is not of comparable aesthetic effect, quality, performance and features desired must have been represented as a substitute and will not be accepted as an "equal". Any failure to properly represent a bid shall be considered justification for rejecting an offer as non-compliant. The University shall make the final determination regarding the acceptance and/or equivalency of the proposed alternate(s) to these specifications upon its review of the specifications, submittals, and/or sample (if requested) or other information submitted in support of the proposed alternate(s). The University shall further reserve the right to reject any item or group of items determined to be non-compliant as a result of this evaluation.

- 4.3 **Contract Status:** The response to this RFQ will be considered an offer to contract.

- 4.4 **Contract Format:** The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Vendor(s), superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A draft contract, if not included as part of this RFP, will be posted as an Addendum within 10 business days or sooner after the issuance of this bid.

- 4.5 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

**FORM OF BID**  
**RFQ# LP040215-1**

**“Turf Installation for the Athletic Department”**

April 30, 2015

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

1. The undersigned bidder, in response to this Request for Quote for the above referenced services, having examined the RFQ, hereby proposes to provide goods and/or services in accordance with the specifications identified in the bid document.

Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_  
date date date

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. All bids must be submitted on and in accordance with the Form of Bid and attachments. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid.
6. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for bid opening, will not be considered.
7. Bids must show unit price and any discount(s) or bid may be rejected.
8. Payment Terms: \_\_\_\_\_
9. Pricing is valid for \_\_\_\_\_ days
10. **Service Areas:** Service locations may include but are not limited to:

Baseball Field:	Infield	8,000 square feet	\$ _____ per/sq. ft.
	Outfield	100,000 square feet	\$ _____ per/sq. ft.

Softball Field:	Outfield	30,000 square feet	\$ _____ per/sq. ft.
-----------------	----------	--------------------	----------------------

Football Practice Field A:	100,000 square feet	\$_____per/sq. ft.
Football Practice Field B:	70,000 square feet	\$_____per/sq. ft.
Soccer Practice Field A:	100,000 square feet	\$_____per/sq. ft.
Soccer Practice Field B:	100,000 square feet	\$_____per/sq. ft.
Soccer Game Field	100,000 square feet	\$_____per/sq. ft.

**Pricing for smaller areas:**

100-500 sq/ft	\$_____per/sq. ft.
501-1000 sq/ft	\$_____per/sq. ft.
1001-2000 sq/ft	\$_____per/sq. ft.
2001-5000 sq/ft	\$_____per/sq. ft.
Minimum purchase amount:	_____sq./ft @ \$_____per/sq. ft.

11. Subcontractor Mark-up: \_\_\_\_\_%

12. **NOTE:** Football, Baseball, Softball and Soccer fields may require sod replacement to only a portion of the playing field. Prices to include area prep, installation and grading as required.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

F.E.I.N. or Soc. Sec. #: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**BIDDER'S QUALIFICATION STATEMENT**

All bidders are required to file this form, properly completed, WITH THEIR BID 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.

1. Indicate exactly the name by which this organization is known:

Name \_\_\_\_\_.

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

Years? \_\_\_\_\_.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. 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. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Joint Venture \_\_\_\_\_ Other \_\_\_\_\_ LLC

\_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

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/Fax #'s
------	-------	------------------	-------------------

--	--	--	--

Email Address:			
----------------	--	--	--

--	--	--	--

Email Address:			
----------------	--	--	--

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheet if necessary)

8. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, and the name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person	Telephone #
----------------	------	--------	----------------	-------------

--	--	--	--	--

			Email Address:	
--	--	--	----------------	--

--	--	--	--	--

			Email Address:	
--	--	--	----------------	--

--	--	--	--	--

			Email Address:	
--	--	--	----------------	--

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):

\_\_\_\_\_

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 \_\_\_\_\_ 20 \_\_\_\_\_

---

*(Please complete the information below)*

Name of Organization:

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN # \_\_\_\_\_

Telephone: \_\_\_\_\_

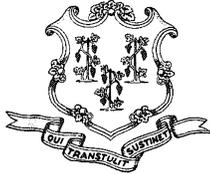
Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

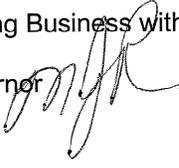
Title \_\_\_\_\_



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.

**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 A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p><b>MANAGEMENT:</b> 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><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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><b>COMPUTER SPECIALISTS:</b> 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><b>ARCHITECTURE AND ENGINEERING:</b> 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><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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><b>CONSTRUCTION AND EXTRACTION:</b> 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><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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><b>MATERIAL MOVING WORKERS:</b> 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>
---	---

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>
---	---

# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

(Page 3)

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

## PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? 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__
--	--

PLEASE COMPLETE REVERSE SIDE

**PART IV - Bidder Employment Information**

Date:

(Page 4)

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

**PART V - Bidder Hiring and Recruitment Practices**

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------



## 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 a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification 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)

\_\_\_\_\_  
My Commission Expires





AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:  
(Type or print name)  
that he or she is the \_\_\_\_\_ of  
(Type or print title)

\_\_\_\_\_, who submits herewith  
(Type or print name of company/firm)

to the \_\_\_\_\_ attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

## 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 laws<sup>1</sup>, 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

<sup>1</sup> 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

## 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: \_\_\_\_\_

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on \_\_\_\_\_, 201\_\_\_\_, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That \_\_\_\_\_ (Name of Officer), \_\_\_\_\_ (*office held, e.g. president, vice president. etc.*), of \_\_\_\_\_ (*name of corporation*), is empowered and authorized to execute and deliver contracts on behalf of the Company.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of, 200\_\_\_\_. The Company has no corporate seal.

\_\_\_\_\_  
(Name), Secretary

(Corporate Seal or "L.S. ")