

ADDENDUM #1

DATE: July 20, 2015
TO: All Prospective Bidders
FROM: Dennis Sienna, Purchasing Agent I
RE: **RFP# DS051215-1 Buildings Supplies Contract**

All respondents are hereby advised of the following amendment to the Request for Quotation documents which are hereby made an integral part of the bid documents for the subject contract, prepared by the University of Connecticut Procurement Services Department.

Proposals submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondents shall be required to acknowledge receipt of this addendum in their proposal response. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.**

Clarification:

- 1) Attached is a copy of the service agreement.**
- 2) The initial term term of the contract should state from date of award to 6/30/2018 with the option to renew for one (1) additional two (2) year term or parts thereof.**

Name of Bidder

Date

Address

Signature and Title

University of Connecticut



Purchasing Agreement for Building Supplies Contract No. DS051215-1

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

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

and

hereinafter "Contractor"

Dennis Sienna 860-486-4950
University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

- 1.1. Term: This Agreement between the University and the Contractor will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:
- 1.1.1 Effective Date: This Agreement will become effective on the date that it is executed by the Executive Vice President for Administration and Chief Financial Officer for the University and the Assistant/Associate Attorney General, whichever is later.
- End Date: June 30, 2018
- 1.1.2 Option to Extend: The University will have the Option to Extend this Agreement for one (1) additional two (2) year term, or part thereof. Said Option to Extend will only be exercised based upon satisfactory performance and by mutual written consent of both parties. Such intent to exercise the Option to Extend shall be conveyed to the Contractor in writing no later than sixty (60) calendar days prior to the end date.
- 1.1.3 Amendment Terms: All revisions and extensions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.
- 1.2. Brief Summary of Services: Contractor will provide the University with Building Supplies.
- 1.3. Not Used.
- 1.4. Service Location: All University Locations
- 1.5. Maximum Amount Payable: \$300,000.00

The Maximum Amount Payable represents 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 identified herein.

1.6 Payment/Pricing Terms:

1.6.1 Payment Terms shall be 2% 15 days / Net 45 days.

1.6.2 All pricing under this Agreement will be based on a percentage over Distributor Price List (wholesale), or a percentage off Retail Price List. Markups/Discounts listed for the items in Section 1.6.5.1 will be representative of the entire Manufacturer's Catalog for the product type shown. Markups quoted will be firm for the term of the contract, including all extension periods.

1.6.3 Prices quoted must be net, delivered FOB Storrs, all inclusive. All delivery costs shall be included in the discount structure offered. There shall be no provisions for additional charges related to delivery as in "fuel surcharges" or "minimum order charge".

1.6.4 Price Increases/Decreases: The offered discount structure shall remain the same for the term of the contract. Price changes from the manufacturer will be passed on. All manufacturers' price change notifications received by the contractor shall be forwarded to the University and will take effect after acceptance by the University. There will be no allowance for price increases on orders already placed with the contractor.

1.6.5 Additional Discounts: The discounts in the table below shall be considered the minimum offered. Whenever possible, due to market conditions, large volume orders or other special circumstances, the Contractor will make efforts to negotiate additional savings from suppliers which may be passed on to the University. The University reserves the right to solicit bids for large volume orders or special circumstances.

1.6.5.1 Manufacturers and supplies carried by the Contractor are listed below.

Discount List

Unit	Item	Manufacturer	Part#	Est. Per Year	Wholesale +/- %	or	Retail - %
5 Gal pail	Roofing Cement	Karnak	19AF-Semi	42			
5 Gal Pail	Roofing Cement	Karnak	19AF-Winter	20 Pails			
25 Tube Carton	Roofing Edge Caulk, Black	Gen Flex	052870	8 Cartons			
4 Gallon Caron	Roofing Seam Adhesive, G-400 Black EPDM	Gen Flex	059220AP	2 Cartons			
5 Gal Pail	HI Tuff Solvent	HI Tuff		2 Pails			
SHEET	HOMOSOTE 4 x 8 x 1/2"			40 SHEETS			
SHEET	Drywall, 4 x 8, 4 x 9, 4 x 10, 4 x 12 x 5/8"		Plain Surface Type x Fire Code	450 Sheets			
Box	Fine & Corse thread drywall screws						
Box	#8 x 1/2" waferhead low profile framing screws						
Each	8' & 10' corner bead						
Each	5/8" x 10' plastic "J" trim			250			
Roll	Plastic Sheeting Clear 4 Mil x 8' x 100'			70 Rolls			
Sheet	Formica 3' x 8'	Wilsonart	Gunstock Walnut Matte	10 Sheets			
50# Bag	Hydrated Lime		Mason's types	20 Bags			
Gal	Laminating Adhesive	3M Fastbond	30-N Green	12 Gals.			
Each	Metal Stud 2 x 4 x 8' 20 gauge	Dietrich		250			
Each	Metal Stud 2 x 4 x 10' 20 gauge	Dietrich		250			
Each	Metal Stud 2 x 4 x 12' 20 gauge	Dietrich		250			
Each	Metal Stud 2 x 4 x 14' 20 gauge	Dietrich		250			

Each	2 x 4 Metal Track, 20 gauge			250			
Each	Stave Core Birch Door Various sizes, Various fire ratings			25			
Each	Solid Core Birch Door Various sizes, Various fire ratings			25			
Each	Door prep:strike, hinges, closers, etc for wood doors			100+			
Each	Various Size Steel Door Non-Fire Rated	Steelcraft		20			
Each	Various Size Steel Doors Various fire ratings	Steelcraft		20+			
Each	Door prep:strike, hinges, closers, etc for metal doors			100+			
Each	Steel Door Frames			100			
Each	Metal Stud 2 x 4 x 10 Ft, 3 5/8 x 10, 20 Gauge Steel			100			
Sheet	Galvanized Sheet Metal 18GA 4' x 8'			50			
Sheet	Stainless Steel Sheet 24 GA 3' x 8'			50			
Bag	Portland Cement	Blue Circle		50			
Bag	Floor Grout	Laticrete		50			
Bag	Finish Plaster	Diamond		30			
Bag	Wall Grout	Laticrete		50			
Bag	Gypsum Plaster	USG		30			
Pail	Water Plug	Thoro		50			
Box	Glazing Tape 1/8 x 3/8			6 boxes			
Each	Durock/Cement Board			20			
Bag	Lime Hydrated Mason		Type S	50			
Each	Metal Stud 2 x 4 x 10 Ft, 3 5/8 x 10, 20 Gauge Steel			100			
Pail	Cement Hydraulic		10# pl	20			
Roll	Plastic Glass Patch 18" Wide	Plastic Window Products		144 Rolls			
3 Gal Pail	Glazing Compound			10 Pails			
Each	Window Screen, Expanding Metal Frame-5/16 x 5/8 Fiberglass Mesh- 18 x 16		18" x 48" Open	810			
Sheet	Sheetrock, 4Ft x 8Ft x 1/2"			250			
5 Gal Pail	Cement, Asphalt Plastic roofing, semi-grade ASB Free			35			
5 Gal Pail	Cement Asphalt plastic Roofing, Winter Grade ASB Free			35			
Each	Glass Cutter	Toyo		30			
Sheet	Glass Laminated 1/4 x 34 x 80			2,000 sq ft			
Sheet	Glass 1/4 x 48 x 96			1,500 sq ft			
Sheet	Glass 1/8 x 32 x 32			3,000 sq ft			
Each	Cabinets	Kraftmaid					
Bundle	3" x 16 " x 4' Mineral wool sound insulation	Roxul or equal		50 bundles			
Bundle	Dietrich	Roxul or equal		50 bundles			
Ceiling grid	Seismic fire front 15"/16" exposed, suspended, white	Chicago Metallic & Armstrong					

	12' Wall angle		#1420.01	10 cases		
	12' mains		#250.01H	15 cases		
	12' hanging wire, 12 Ga.			6 balls		
	Armstrong ceiling Tiles	Armstrong	#755B, #756B	100 Cases		
	4' cross-tee		#1254.01H	50 cases		
	2' cross-tee		1252.01H	50 cases		

- 1.7 **E-Procurement Requirements:** The University has implemented an internet-based ordering system provided by SciQuest Inc. Information relating to SciQuest can be found at: www.sciquest.com.
- 1.7.1 The Contractor will be required to accept orders from the University electronically through this system via fax.
- 1.7.2 The Contractor may have the opportunity to participate in the University's internet-based ordering system Husky Buy provided by SciQuest. If and when requested, the Contractor will provide the University and/or SciQuest with functional data files that include specific formats for product and pricing information. These functional data files will then be loaded into a catalog on this system for ordering purposes.
- 1.7.3 Detailed information on data file requirements will be provided to the Contractor.
- 1.7.4 During the term of this Agreement, data file updates (price changes, product changes) must be provided in the format specified.
- 1.8 **Catalogs and Price Sheets:** The Contractor shall provide, at no charge, to any requestor, catalogs and price sheets for all product lines offered.
- 1.9 **Sales/Technical Support:** The Contractor shall assign qualified inside and on-site sales representatives to assist end users with the selection of, and quotations for, appropriate equipment and supplies based on the needs communicated by said user. Reasonable service shall include prompt problem solving and physical representation. Failure to maintain satisfactory service levels shall be deemed by the University as justification to terminate this Agreement for non-performance.
- 1.10 **Energy Star Compliance:** The State of Connecticut requires the purchase of ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories when available. If a product is in a category for which ENERGY STAR® or certified products are available, the Contractor shall inform end users of the product options, informing them of which products meet the required standards.
- 1.11 **Authorized Reseller:** The Contractor shall be authorized by the manufacturer to sell and service all products offered in Section 1.6.5.
- 1.12 **Deliverables/Methods:** Contractor will make deliveries 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.
- 1.12.1 When operating vehicles on University property; Contractor will adhere to the following:
- a. Driving speeds on campus shall be kept at a maximum of 25 mph;
 - b. Pedestrians have the right of way at all times; and
 - c. All traffic signs, lights or other indicators, including parking signs, shall to be obeyed.
- 1.12.2 **Delivery Routes and Coordination:** It is the Contractor's responsibility to measure all access routes to intended delivery areas and to notify the University of any anticipated difficulties with delivery prior to scheduling deliveries. The Contractor will be responsible for coordinating delivery with the appropriate University personnel.
- 1.13 **Whistle Blower Protection:** In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is

aware of unethical practices, fraud, violation of state laws or regulations or other concerns can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. In addition you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.

- 1.14 Federal, State and Local Licenses, Permits and Taxes: The 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.
- 1.15 Warranty: The Contractor warrants that the goods supplied hereunder will be free from defects and capable of performing to the requirements of the goods when operated by the University within the parameters specified in the manufacturer's specifications.
- 1.16 Advertising/Promotion: The Contractor agrees that, unless specifically authorized in writing by the University on a case by case basis, it shall not use the name of the University of Connecticut, its officials or employees, or the Seal of the University: a) in any advertising, publicity, promotion; or b) to express or imply any endorsement of the Contractor's product or services.
- 1.17 Quotations/Invoices/Acknowledgments/Packing Slips: Each of these documents must be itemized and show appropriate ***purchase order number*** and the ***Agreement number***. Additionally, invoices must be itemized and presented in a format acceptable to the University.
- 1.18 Non-Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds required for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate this Agreement, without penalty, by giving not less than thirty (30) days advance written notice documenting this lack of funding. Unless otherwise agreed to, this Agreement shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish an agreement with the Contractor whose Agreement was terminated under the same provisions, terms and conditions of the original Agreement..
- 1.19 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.
- 1.20 Remedies upon Default: In any case where the Contractor has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure". If after the notice the Contractor 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 Contractor.
- 1.20.1 Collection for Default: The Office of the Attorney General shall be requested to make collection from any defaulting Contractor pursuant to the preceding paragraph.
- 1.21 University Responsibilities:
- 1.21 Tax Exemptions: The University is exempt from Federal Excise Taxes and State and Local Sales and Use Taxes. No payment will be made for any taxes levied on the Contractor's employees' wages. Upon request, the University will provide a Tax Exempt Certificate certifying that the tangible personal property or service purchased will be used exclusively by the University for the purposes for which it is intended and will not be resold.
- 1.22 Notice: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University*: **University of Connecticut, Capital Projects and Contract Administration, 3 North Hillside Road, U-6047, Storrs, CT 06269-6047.**

If to the Contractor*: _____

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

1.23. Assignment: Neither party shall have the right to assign this Agreement without the written consent of the other party.

Section 2 - State of Connecticut Required Terms and Conditions

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

2.1. Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

2.2. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2.3. Insurance. The Contractor for the duration of this Agreement, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. If required, the Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance in amounts no 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 coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, agents and employees, as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this Section will be filed with the University prior to the time this Contract is executed on behalf of the University. The certificate for commercial general liability insurance and automobile liability insurance will also designate the University and the State of Connecticut as an additional insured.

2.4. Indemnification.

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

2.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in

accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

2.7 Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of this Agreement as if it had been fully set forth in it. At the Contractor's request, the University or DAS shall provide a copy of these orders to the Contractor.

- 2.8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 2.9. Termination for Cause. The University may terminate this Agreement for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the Agreement. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the Agreement should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate this Agreement at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate this Agreement at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.10. Termination for Convenience.
- (a) The University may terminate this Agreement in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.11. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.12. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Agreement are legally binding and its duly authorized representative has signed this Agreement after having carefully read and understood the same.
- 2.13. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and Iran Certification (OPM Form 7) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:
<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:
http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

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

UNIVERSITY OF CONNECTICUT:

By: _____

Print Name: Scott A. Jordan

Title: Executive VP for Administration & CFO

Date: _____

AGO Approval (As to Form)

By: _____

Print Name: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A



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

SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory

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

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

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