

**REQUEST FOR PROPOSAL**

**FOR**

**UNIVERSITY OF CONNECTICUT**

**RFP Number: LM081015-1**

**CLASS “A” FIRE SERVICE  
PUMPER/RESCUE STYLE ENGINE**

**Proposal Release Date**

**August 10, 2015**

**Proposal Due Date:**

**September 1, 2015**

**Issued By: Lisa Mieszkowicz**  
**Procurement Services**  
**3 North Hillside Road Unit 6076**  
**Storrs, CT 06269-6076**  
**Phone: (860) 486-8054**  
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**Email: [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu)**

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## PART I

### OVERVIEW

The University of Connecticut is soliciting proposals from qualified vendors to provide the University of Connecticut's main campus in Storrs with a newly manufactured Class "A" Fire Service Pumper/Rescue Style Engine. The specifications and requirements which must be addressed in vendors' responses can be found in Part VII, Performance Specifications and Vendor Requirements.

## PART II

### DEMOGRAPHICS

The University is a public research University and academic health center with 8 campuses enrolling over 30,000 students in Fall 2012. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford.

For detailed information about the University of Connecticut, please refer to the Web site at: <http://www.UConn.edu/about.php>.

## PART III

### DEFINITIONS

- 3.0** University of Connecticut, University, School and UConn refer to the University of Connecticut.
- 3.1** "Bidder", "Contractor", "Proposer", "Firm", "Respondent" and "Vendor" refer to a Company responding to this Request for Proposal.
- 3.2** RFP" is the abbreviated reference to Request for Proposal. Request for Proposals (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected vendor.

## PART IV

### INTRODUCTION

- 4.0** **Scope:** The University of Connecticut is seeking proposals from qualified vendors to provide a newly manufactured Class "A" Fire Service Pumper/Rescue Style Engine. The successful firm shall propose the equipment that meets the stated minimum requirements and specifications. The bidder must note in writing any deviations or exceptions to these requirements. The bidder must fully complete the checklist. Manufacturers specification sheets alone will not be acceptable as proof of qualification. Failure to note specific exceptions may be grounds for proposal rejection and failure to complete the checklist accurately may be grounds for proposal rejection.

**4.1 Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated Contract issued will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any respondent to receive or examine any contract, document, form, and addendum or to visit the sites and acquaint itself with conditions there-existing will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Purchase Order.

**The University of Connecticut reserves the right to reject any bid that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.**

**4.3 Specifications:** The specifications in Part VII must be responded to on a point-by-point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation. See 4.7.3 for additional details.

**4.4 Estimated Timetable:** The following schedule will apply to this RFP.

Release of RFP	August 10, 2015
<b>Pumper Truck Trade-In Site Visit</b>	<b>August 14, 2015 @ 10:00 am</b>
Closing Date for Inquiries	August 19, 2015
<b>Submission of RFP Due</b>	<b>September 1, 2015; 2:00 PM(EST)</b>
Vendor Presentations (if necessary)	To be determined

**4.5 Non-Mandatory Pre-Proposal Site Visit:** A *non-mandatory* pre-proposal site visit will be held as stated below. The purpose of the site visit is to evaluate the trade-in value of the 2001 Pierce Skyboom Engine and the 1990 E-One Protector Top Mount Pumper Engine. Not attending does not relieve the vendor of obtaining all the necessary information for providing an accurate response to the RFP.

Date/Time: Friday, August 14, 2015 @ 10:00 AM (EST)

Location: University of Connecticut Public Safety Dept., 126 No. Eagleville Rd. Storrs, CT

**Note: RSVP by 12:00 pm (EST) August 13, 2015 via email: [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu)**

**4.6 Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Lisa Mieszkowicz  
University of Connecticut  
Procurement Services  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-8054 Fax: (860) 486-1953  
Email to: [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu)

**4.7 Submission Format:** The following process so described is intended to ensure that all vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

- 4.8** An electronic copy, one original and five (5) copies of the proposal must be submitted in a sealed envelope or box and sent to:

University of Connecticut  
Procurement Services  
Attention: Lisa Mieszkowicz  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
Reference RFP No. LM081015-1

**On or before 2:00 (EST) on September 1, 2015**

**\*\*\*IMPORTANT NOTE\*\*\***

**Any RFP proposal received after the date and time stated in Section 4.7 will not be considered and will be returned to the Vendor unopened.**

- 4.8.1** Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 4.8.2** Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

**→All proposals must include a point-by-point response to ALL sections of this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and five (5) copies of the proposal shall be submitted.** Additionally, to facilitate photocopying, if needed, proposals must be three - (3) hole punched and submitted in three-ring, loose-leaf binders.

**Failure to respond to all points may be grounds for rejection.** Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 4.7. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

Faxed, e-mailed 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.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

**4.8.4** At the specified time stated in 4.7, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

**4.8.5 Confidential Information:** The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

**4.9 Completed RFP's:** Each vendor must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.

**4.10 Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP and will be posted on the University of Connecticut Purchasing Department website, as well as the State of Connecticut Department of Administrative Services Procurement website.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section XI, Form of Proposal.)

## PART V

### TERMS AND CONDITIONS

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

#### **5.0 Contract Document:**

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

#### **5.1 Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

- 5.1.1** The Vendor shall 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.
- 5.1.2** If the Vendor and the University reach an agreed upon solution, the Vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 5.1.3** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
- 5.1.4** 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.

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

#### **5.3 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

#### **5.4 Notification of Selected Vendor:** It is the University's intention to review proposals, complete contract negotiations on or before September 30, 2015. All Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

#### **5.6 RFP Status and Submission Information:**

- 5.6.1 RFP Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.

**5.6.2 RFP Submittals:** Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

Further, the University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFP. Further, this bid creates no obligation on the part of the University to award a contract. The company's bid will represent its best and final offer.

**5.6.3 Effective Period of Proposals:** The proposals submitted must remain in effect for a minimum period of one hundred twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.

**5.6.4 Minor Defects:** If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.

**5.6.5 Withdrawal of Proposals:** A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred twenty (120) days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.7, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.6 provided they are then fully in conformance with these terms and conditions.

**5.6.6 Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.

**5.6.7 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.

**5.6.8 Liens:** The successful Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Vendor.

**5.6.9 Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

**5.6.10 Actions of Vendor:** The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

## **5.7 Pre-Award Presentations and Negotiations:**

**5.7.1 Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the

bidder will make the necessary arrangements and bear all costs associated with the presentation. (See Section 5.14.3 for clarification.)

**5.7.2 Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes which include:

- 5.7.2.1** Resolving minor differences and informalities
- 5.7.2.2** Clarifying necessary details and responsibilities
- 5.7.2.3** Emphasizing important issues and points
- 5.7.2.4** Receiving assurances from proposers
- 5.7.2.5** Exploring ways to improve the final contract

**5.8 Standard Terms and Conditions:**

**5.8.1 Business Relationship Affidavit:** The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement. The University may terminate any Agreement 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.

**5.8.2 Equal Employment Opportunity Requirements:** In entering into any contract resulting from this RFP, the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

**5.8.3 Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.

**5.8.4 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

**5.8.5 Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

**5.8.6 Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with industry standards. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

## 5.9 Responsibilities of the Vendor:

**5.9.1 Observing Laws and Regulations:** The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

**5.9.2 Representations:** Each firm, by submitting a proposal, represents that it:

**5.9.2.1** Has read and completely understands the proposal documents.

**5.9.2.2** Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

**5.10 Repairs to Property Damage:** Existing facilities damaged during installation and/or service by the Vendor, the Vendor agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

**5.11 Vendor Code of Conduct:** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section. Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices

## 5.12 Delivery Requirements:

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>

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

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

#### **5.14 RFP Evaluation:**

**5.14.1 RFP Evaluation Criteria:** The award of a Contract to furnish the Fire Apparatus as described in Part VII will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations, if requested, references and interviews. The University will be the sole judge of the suitability of the proposed Contract.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor's response to the following criteria:

<b>A. Pricing</b>	<b>20 points</b>
<b>B. Customer Service and Sales Support</b>	<b>25 points</b>
<b>C. Proposer's ability to meet the functional and technical requirements of the RFP.</b>	<b>55 points</b>

**Total Maximum Points Available – 100**

**5.14.2 Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

- 5.14.3 Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.
- 5.14.4 Review of References:** Please include name, title, telephone number and e-mail address of a contact person at each reference submittal.
- 5.14.5 Supplier Representatives:** Proposer must identify the people it anticipates representing the vendor in developing and implementing the agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.
- 5.14.6 Dealer/Re-seller:** If the proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Proposers must indicate in their proposal that they have authority to offer those products and/or services.
- 5.14.7 Requests for Clarification by Proposers:** Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made via e-mail to [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu)

The University will provide a written response to all written requests for clarification within five (5) business days before the close of the inquiry period in 4.4. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 4.4. The University's response to any request for clarification will be provided contemporaneously by the University to each party known to have received this RFP.

**Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding the RFP 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 proposer being considered non-compliant and ineligible for award.**

- 5.14.8 Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

**5.15 Communications between the University and the Proponent:**

- 5.15.1 Informal Communications:** From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease.** Informal communications shall include but not be limited to:
- 5.15.2** Requests from the proponents to any department(s) at the University, for information, comments, speculation etc.
- 5.15.3** Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.
- 5.15.4 Formal Communications:**  
From the date of receipt of this Request for Proposal by each proposer until a binding contractual

agreement exists with the selected proposers and all other proposers have been notified or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

- A. Pre-Proposal Conference (if applicable)
- B. Oral Presentations (if applicable)
- C. Pre-Award Negotiations

**All communications between the proposer and the University shall be conducted through and by the purchasing dept. only!**

**You may contact the Purchasing Agent identified on the front page in writing if you have any questions concerning this RFP.**

***ANY FAILURE to adhere to the provisions set forth in 5.15.8 and 5.15 above, may result in the rejection of any supplier's proposal or cancellation of this request for proposal.***

- 5.16 License:** An Agreement will not grant the Vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 5.17 Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 5.18 OSHA Compliance:** All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement & Logistical Services immediately by registered mail.
- 5.19 Ethical Considerations**
- 5.19.1 Ethical Considerations:** The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, 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. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**
  - 5.19.2** 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 1-79 through Section 1-90. **Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**
- 5.20 Conflict of Interest:** The bidder shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All

such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

**5.21 Advertising:** In submitting a proposal, the Bidder agrees, unless specifically authorized in writing by the University on a case by case basis, that it 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 imply any endorsement of agency's 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 services as are hereby contracted by the University.

**5.22 Mandatory Affidavits:** The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website: [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)

**5.23 Executive Orders of the Governor:** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Governor Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in 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 Contractor 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.

**5.24 Joint Venture:** Bids submitted by firms under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

**5.25 Ethics and Compliance Reporting:** 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 relating to University policies and procedures 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. As a provider of goods and/or services to the University, 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.

**5.26 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.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.

- 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.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

**5.27 State Elections Enforcement Commission (SEEC) Requirements:** With regard to a State contract as defined in P.A. 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 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 on Pgs. 47-50 inclusive of this bid solicitation.

**5.28 Non-Discrimination:**

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public

agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

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

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

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

**5.29 Nondiscrimination Warranties:** 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 forms can be found with the affidavits in this document or at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

**PART VI**  
**REQUIREMENTS**

**6.0 Information Provided by the University:**

The University has, in this Request for Proposal and otherwise, provided proposers with information relating to the University.

The University has provided each identified proponent with opportunity to independently collect, review and verify any information provided by or on behalf of the University. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated Contract.

Subject to these limitations, this Request for Proposal contains information describing University communities, operations and programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 3 of this document.

**6.1 Freight:**

Shipment will be FOB Destination-Full Freight Allowed. Cost of shipment will be imbedded in the purchase price of the item being purchased.

**6.2 Payment Terms:**

Monthly invoices will be paid “**2% 15 Net 45 days**” payment discounts may be offered, by the Vendor, for prompt payment of invoices and may be taken into consideration in determining the low bidder and in the case of a tie bid.

**6.3 Contract Pricing:**

Price quoted must be net, delivered FOB Storrs, all inclusive. All delivery costs shall be included in the pricing structure offered. There shall be no provisions for additional charges related to delivery as in “fuel surcharges”

**Note – Awarded Vendor shall give the full value of a trade-in for a 2001 Pierce Skyboom Engine and/or the 1990 E-One Protector Top Mount Pumper Engine. The truck can be inspected on August 14, 2015 @ 10:00 a.m. (EST) at the University of Connecticut Public Safety Building at 126 No. Eagleville Rd. , Storrs, CT.**

**The University reserves the right to accept or to decline the Trade-In values.**

**Trade-In Specifications:**

**E-122 Apparatus Highlights**

- 2001 Pierce Skyboom job # 12833.
- Detroit Diesel 60 series engine.
- Allison 4000 series automatic transmission.
- All aluminum cab and body.
- 5 passenger 1/3 front tip cab.
- 216” wheel base, OAL 32’8”, 11’4” height.
- Overhead ladder rack with 24’ extension and 12’ roof ladders.
- 500 Gallon water tank.
- Waterous 1250 GPM single stage pump.
- 4” LDH discharge.

- 72,265 mile, 10,362 engine hours, 768 aerial hours.
- 2014 pump impeller replacement.
- New Whelen warning lights.
- New 12 volt Whelen flood lights.
- Passes DOT and annual pump test.

### **E-222 Apparatus Highlights**

- 1990 E-One Protector Top mount Pumper.
- Cummins 6CTA8.3diesel engine.
- Allison Automatic transmission unknown model.
- All aluminum cab and body.
- 4 passenger non tip cab.
- 160" wheel base, OAL 27'10".
- Side mounted ladder rack with 24' extension and 12' roof ladders.
- 750 gallon water tank.
- Hale 1250 GPM single stage pump.
- 2 ½" discharges only.
- 37,691 mile on odometer, may be true mileage unknown.
- 1512 engine hours, may be true hours unknown.
- New primer motor and housing.
- Refurbished in 2009. New bodywork, paint, seats, 3 point seat belts, warning lights, hosebed cover, windshield glass, and dashboard.
- Passes Dot and annual pump test.

PART VII

PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS

THE UNIVERSITY OF CONNECTICUT  
SPECIFICATIONS FOR A

Class "A" Fire Service Pumper/Rescue Style Engine

General

The University of Connecticut is requesting a set of specifications similar to those listed below along with a drawing from all sides including the pump panel and a budgetary quote.

The intent of these specifications is to describe the requirements for the above vehicle. The bidder must note in writing any deviations or exceptions to these requirements. The bidder must fully complete the check list. Manufacturers specification sheets alone are not acceptable as proof of qualification. **Failure to note specific exceptions may be grounds for rejection. Failure to complete the checklist accurately will be grounds for rejection.**

Compliance

DIMENSIONS		
yes ___	no ___	Minimum width of 96"
yes ___	no ___	Maximum length of 384"
yes ___	no ___	Maximum height of 120"
yes ___	no ___	Maximum wheelbase of 200"
CAB		
yes ___	no ___	Extended Custom Cab designed for the Fire Service.
yes ___	no ___	Forward, Tilt Type
yes ___	no ___	10" minimum raised roof beginning midway over the drivers and officer's doors.
yes ___	no ___	A drip rail shall be provided along the top radius of each side as to help prevent any water from running down the cab side.
yes ___	no ___	The cab is to be constructed entirely of 100% aluminum. Specify thickness.
yes ___	no ___	Seating for up to six (6) persons; configuration to be determined.
yes ___	no ___	Dual rear wall mounted compartments with a rollup door enclosure shall be provided.
yes ___	no ___	All seats shall be HO Bostrom Integrated Seat Belt type with Heavy Duty gray/black ballistic cloth covering, red straps and SCBA Smart Dock System. Department logo to be embroidered into head rests.
yes ___	no ___	The Driver's seat shall have a multi-function Electrical adjustment.
yes ___	no ___	The Officers seat shall have a mechanical adjustment, with recline, with an adjustable base.
yes ___	no ___	All exterior doors to have grabbing handles with blue LED backlighting. Exterior door handles to be a die cast steel semi recessed with chrome finish.
yes ___	no ___	Cab floor to be Non-Slip textured rubber. Black in color.
yes ___	no ___	All steps to be open tread plate design.
yes ___	no ___	Cab shall be insulated for weather and sound proofing.
yes ___	no ___	The cab interior is to be Severe Service, black color with Line-X - like surface. All vinyl surfaces shall be gray in color.
yes ___	no ___	The cab doors are to be Full Length with power door locks including outside compartments and power windows.

yes ___	no ___	The cab shall have a keyless entry system.
yes ___	no ___	The steering column shall be a Smart Steering Wheel type.
yes ___	no ___	The cab shall have door mounted, heated, power controlled West Coast Style mirrors.
yes ___	no ___	The windshield wipers are to be stowed in the horizontal position.
yes ___	no ___	The cab shall include an integrated rollover crash protection system that includes air bags and a seatbelt monitoring system (audible and visual)
yes ___	no ___	The cab shall have a raised mounting plate on the top and over the rear vertical surface of the dog house. The front dash area to have a Havis Shields angled modular center console with CMD 301 laptop mount. Laptop mount final location specified by customer.
yes ___	no ___	The cab shall contain a back-up and right side view camera for use by the driver.
yes ___	no ___	A custom made Map Book holder shall be provided to customers specifications at pre-build.
yes ___	no ___	The cab shall contain wireless David Clark radio/intercom headsets with holders for all seats.
yes ___	no ___	The cab shall contain an AM/FM/CD/MP3/Weather radio with Bluetooth capability and have (2) two front and (2) two rear speakers.
yes ___	no ___	The cab shall have wiring provision for (4) four rooftop antennas. Antennas included.
yes ___	no ___	The cab shall be pre-wired for all electronics ie: Radios, Laptops, Flashlights, Meters, and Cell Phones etc. Two 12 volt ports and USB charger for driver, officer and each rear wall mounted compartment. Dog house and compartments will have 120 volt power strip capable of shore power and generator power. Radio wire must be compatible to the manufacturer's specifications. Parasitic loads to be run from the Kussmaul charger and not battery wired.
yes ___	no ___	The cab's warning lights and scene lights shall be dual controlled via touch screen from the driver and officer positions.
<b>ENGINE</b>		
yes ___	no ___	Cummins ISX 12-500 HP.
yes ___	no ___	Jacobs Engine Brake with 3 positions and a Separate On and Off Switch.
yes ___	no ___	A Delco Remy 430 Amp Alternator.
<b>TRANSMISSION</b>		
yes ___	no ___	Allison Automatic 4,000 Series. Shall be equipped with a lock-up control circuit that will automatically shift into gear when put in pump, and automatically deactivate when taken out of pump.
yes ___	no ___	Transmission Cooler
<b>CHASSIS</b>		
yes ___	no ___	The chassis shall have a minimum turning cramp of 45 degrees right and left.
yes ___	no ___	The chassis shall be designed with galvanized frame rails and manufactured for Heavy-Duty Fire Service.
yes ___	no ___	The chassis shall provide at a minimum, a front disc braking system and a rear drum braking system in order to provide for minimum stopping distances as required.
yes ___	no ___	The chassis shall have front and rear Meritor/Rockwell axles and brakes.
yes ___	no ___	The chassis spindles shall be equipped with transparent covers to allow for oil level inspections as needed.
yes ___	no ___	The chassis shall have a master power switch.
yes ___	no ___	The chassis shall have a Kussmaul Pump Plus with battery conditioner and auto eject near the driver's door with a visual display.
yes ___	no ___	The chassis shall contain four (4) front, two (2) front top mounted, two (2) bottom front mounted and two (2) rear tailboard accessible closed tow rings attached to the frame with smooth interior edges suitable for use with rope.
yes ___	no ___	The chassis shall contain a manual air tank draining system with petcocks.
yes ___	no ___	The chassis must contain a Wabco Air Dryer w/Heater.
yes ___	no ___	All tires shall be All-Weather Tread, mounted on Alcoa Dura Bright Aluminum rims with

		hub covers and lug nut caps. All wheels shall be equipped with a Tire Pressure Monitoring valve stem indicator.
yes___	no___	The dual rear tires shall have air inflation stems accessible through the outside wheel.
yes___	no___	The rear tires must have on-spot chains
yes___	no___	Rear mud flaps shall be full width side to side.
yes___	no___	The chassis must contain a 60 gallon (min.) stainless steel preferred or aluminum fuel tank. Specify which tank.
yes___	no___	The front bumper shall be severe service steel, maximum 15". The top of the bumper shall be a hard surface with Anti-Slip coating. Drivers and Officers side of the bumper to have a step well with grab handle on the cab face.
yes___	no___	The front bumper shall have Dual recessed Electronic Sirens.
yes___	no___	The front bumper shall have Dual recessed Grover Air Horns.
yes___	no___	The front bumper shall have Dual Recessed LED Fog Lights.
yes___	no___	The siren must be a Federal Q2B with optional mounting location(s). (Locations to be determined.)
yes___	no___	The chassis rear bumper must be a severe service step type attached to the frame with open tread plate/traction design to extend 1" past the furthest point of the rear of the vehicle. A rear pullout step shall be provided.
yes___	no___	There shall be four (4) receiver points with a pin and power, for a winch to be located on the front, rear and sides. Exact location to be specified. Min. 9,000lb winch to be included
yes___	no___	The chassis must have a traction/vehicle stability control system.
yes___	no___	The chassis must have a rear air ride suspension system.
yes___	no___	The chassis must contain heavy duty shocks. (describe)
yes___	no___	A minimum 8 kw Hydraulic PTO generator shall be supplied with two (2) 200 ft. cord reels. Each reel shall be 10/3 wire, 30 amps with twist locks. One (1) reel mounted on each side of the apparatus. Customer to determine location. A 16 place circuit breaker panel with two 240 volt outlets and two 120 volt multi plug outlets will be mounted left and right side interior compartments..

<b>BODY</b>		
yes___	no___	The vehicle body must be entirely made of stainless steel or aluminum. Specify type and thickness.
yes___	no___	Two (2) underbody wheel chock mounting brackets with chocks shall be installed under the compartment in front of the driver's side rear wheels.
yes___	no___	The vehicle shall be a pumper type with rescue body style and contain a minimum of 240 cubic feet of storage areas.
yes___	no___	All compartments shall be illuminated with LED strips and be ventilated.
yes___	no___	All compartments shall have a gray Line-X like finish.
yes___	no___	All compartments and shelving shall have Dri Dek or similar with the leading edge tapered.
yes___	no___	All Exterior Compartments shall have rollup doors with optional pump panel door with cross lay areas included. Each compartment door shall have an interior, enclosed protection plate with drip pan. Each door shall have a nylon type cord to pull down closed.
yes___	no___	There shall be four (4) wheel well mounted storage areas to be determined by the customer with the capability of an oil dry hopper storage/dispenser.
yes___	no___	There shall be a rear interior ladder storage tunnel and/or tunnels capable of accepting a 24' extension ladder, a 14' roof ladder, 8' and 10' folding ladder, 12' pike pole, a 6' and 8' FDNY roof hook, a back board and a Stokes Basket.
yes___	no___	All compartments shall have full top to bottom adjustable shelving capabilities.

yes ___	no ___	A total of twelve (12) adjustable shelves, eight (8) roll out/glide trays, two (2) tilt out trays and four (4) gear grid tool boards with two (2) vertical dividers.
<b>POLY WATER TANK</b>		
yes ___	no ___	The polypropylene water tank shall carry a minimum of 750 gallons.
<b>HOSE COMPARTMENTS</b>		
yes ___	no ___	A minimum of two (2) pre-connect cross-lays, side by side or over/under configuration, double tier, with 250' of 1 3/4" hose shall be located by the pump panel.
yes ___	no ___	The rear hose bed shall have three (3) adjustable compartments with one (1) 2 1/2" pre-connect. It shall be capable of holding 1000' of 4" LDH, 250' of 2 1/2" pre-connect, and 250' of 3" pre-connect with a R.A.M. monitor attached.
yes ___	no ___	Two (2) body top mounted compartments, one (1) on each side, to hold 10' hard suction.
<b>CROSSLAY LID</b>		
yes ___	no ___	A polished aluminum diamond plate lid shall be provided over the cross-lays. The lid shall have full length stainless steel hinges with latches to hold it firmly in place.
yes ___	no ___	If needed, each end of the cross-lay bins shall have flaps installed on both sides, in order to retain the hose load. The flaps shall be secured with shock cord fasteners. The appropriate shock cords shall be provided.
<b>HOSE BED COVER</b>		
yes ___	no ___	A two (2) piece aluminum diamond plate cover shall be installed over the main hose bed and extend over the upper compartments to serve as a lid for the compartments. The cover shall be reinforced and be capable of supporting the weight of personnel walking on the cover. The center section of the cover shall be raised and pitched to allow for water run off. The cover shall be hinged on each side of the body with 3/8" full length stainless steel piano hinges.
yes ___	no ___	Four (4) LED lights will be installed; two (2) on each cover to illuminate the hose bed area when the doors are open.
yes ___	no ___	Air operated power cylinders shall be provided on each side at the front of the cover to automatically open the lid. A control switch shall be located in the operators panel and be properly labeled. A red hinged flip cover shall be provided over the switch to prevent an accidental activation. The switch shall <b>not be operational</b> if the parking brake is <b>not engaged</b> .
yes ___	no ___	A manual over-ride for the lid shall be provided.
yes ___	no ___	Two (2) grab handles shall be mounted on top of the cover in a location to be determined. A means of manually opening the cover in the event of a pneumatic failure shall also be provided.
yes ___	no ___	Black vinyl weighted flaps will be provided on the rear of the cover.
<b>PUMP</b>		
yes ___	no ___	A Single Stage 1500 GPM Minimum Waterous or Equivalent pump based on the Universities approval, with a side mount pump panel will be required. All metal piping shall be stainless steel.

<b>DISCHARGES</b>		
yes ___	no ___	All Valves are to be manufactured by Akron.
yes ___	no ___	All are valves are to be Navigator Pro 9325 Electric, color-coded.
yes ___	no ___	All 2 1/2" discharges shall have chromed elbow with reducer, cap and chain.
yes ___	no ___	One (1) Akron Stream Master 1500 GPM electronic controlled deck gun with extender, nozzle included, will be required.

yes ___	no ___	One (1) minimum 200 ft. of 1" booster reel with an Elkhart Chief break apart nozzle. Possible location in dunnage area or rear roll-up door area. Specify location.
yes ___	no ___	One (1) 4" discharge on officers' side of pump panel is required with angled elbow 4" NST x 4" Stortz Powdered Coated Red and cap.
yes ___	no ___	Tank level gauge will be a Class 1 Intelli -Tank ITL 40 with multi-color display, with remote in cab display.
<b>INTAKES</b>		
yes ___	no ___	One (1) TFT A 18, 2 ½" intake dump valve shall be installed on each suction side of the fire pump.
yes ___	no ___	Two (2) 6" NST air operated intakes, one (1) on each side of the pump panel will be required including two (2) 30 degree elbows 6" NST x 4" Stortz Powder Coated Red to fit inside of roll up compartments.
yes ___	no ___	One (1) 6" NST hard suction intake mounted on the front bumper.
yes ___	no ___	Two (2) 2 ½" intakes, one (1) on each side of the pump panel will be required.
yes ___	no ___	All intakes shall register on compound gauges.
yes ___	no ___	Ball valve drains shall be provided for all intakes and discharges.
yes ___	no ___	The pump compartment area shall contain LED lighting.
<b>SCENE LIGHTING</b>		
yes ___	no ___	All shall be FRC 12 volt LED type powder coated black and with chrome trim rings where applicable.
yes ___	no ___	Two (2) FRC 12 volt Spectra Max LED type brow flood/spot combination lights shall be provided.
yes ___	no ___	Three (3) FRC 12 volt Spectra Max LED type flush side mounted flood/spot combination lights shall be provided; one (1) on the cab and two (2) on the body, on both sides of the apparatus.
yes ___	no ___	Two (2) FRC 12 volt Spectra 900 LED type rear flush mounted flood lights shall be provided.
yes ___	no ___	Two (2) FRC Spectra Max LED 110 volt pole lights. Location to be determined.
yes ___	no ___	All underbody and step lights shall utilize the same style and type of bulb.
yes ___	no ___	All steps shall have LED lights.
yes ___	no ___	Headlights shall be LED
yes ___	no ___	Manufacturer to supply and install NFPA required portable hand lights.
<b>EMERGENCY/WARNING LIGHTS</b>		
yes ___	no ___	All shall be Whelen LED type (advise model #'s) with Clear Lenses.
yes ___	no ___	Whelen M6 Quad Cluster for rear taillight and warning assembly.
yes ___	no ___	Additional surface mounted warning lights on the raised cab sides and rear of the vehicle over the center compartment.
yes ___	no ___	Two (2) tank level indication LED strip lights shall be mounted, one (1) on each side of the cab, visible from all areas on the outside of vehicle. Whelen PS-Tank type.
<b>WARRANTY</b>		
yes ___	no ___	The cab shall have a Minimum Warranty of 10 years.
yes ___	no ___	The body shall have a Minimum Warranty of 30 years.
yes ___	no ___	The frame/chassis shall have a minimum of 25 years.
yes ___	no ___	Other chassis components shall have a minimum of 10 years. Specify components.
yes ___	no ___	The stainless steel plumbing shall have a minimum of 10 years.
yes ___	no ___	The paint shall have a minimum of 10 years, non-prorated.
yes ___	no ___	The powertrain shall be specified as standard and/or extended.
yes ___	no ___	There shall be a warranty for any equipment installed including electronics that may be damaged by faulty parts, equipment and workmanship. Explain the warranty and duration.
yes ___	no ___	<b>Provide any and all optional additional warranty documentation/pricing and duration.</b>
<b>MISCELLANEOUS</b>		

yes _____	no _____	The paint coloring and lettering on the apparatus provided shall match the UConn Fire Departments' required and optional scheme including chevron striping.
yes _____	no _____	The Apparatus shall meet or exceed all Current NFPA Standards as well as Federal and Connecticut D.O.T., and all Recognized Standards at the Time of Delivery. Manufacturer shall provide certification of a full NFPA Acceptance Test at Final Assembly.
yes _____	no _____	The manufacturer shall provide personnel for Apparatus and Pump Training to the UCONN Fire Department Members at UCONN. The time needed will be determined. Four (4) days, ten (10) hours per day training time is estimated.
yes _____	no _____	The manufacturer shall provide personnel for Apparatus training to the UCONN Motor Pool staff. A one (1) eight (8) hour day is estimated.
yes _____	no _____	The manufacturer shall identify a Factory Authorized Service Center with Parts within 60 minutes of the University of Connecticut, Storrs and should also be able to supply a Factory Authorized Service Technician to perform in house work at the Fire Station.
yes _____	no _____	The Factory Authorized Service Center is to provide pickup and delivery of the apparatus if it cannot be serviced at the UCONN Fire Department for a minimum of one (1) year from the delivery date at no cost to the department.
yes _____	no _____	The manufacturer shall supply a list (minimum of 5) and contact information of Departments with similar built apparatus in the USA, preferably the North East or Northern states with similar weather.
yes _____	no _____	The manufacturer approved drawings shall be supplied including the Pump Panel prior to construction. The UCONN Fire Department will make every effort to correct the Approved Drawings, but the written specifications, along with any corrections, will prevail.
yes _____	no _____	A service and parts manual shall be provided along with an electronic and disc copy.
yes _____	no _____	The selected manufacturer must provide all travel expenses including, but not limited to, transportation, lodging and meals for three (3) trips to the factory for five (5) personnel. This will consist of a Pre-Construction Conference, approximate Mid- Construction Inspection (when the pump, and body are installed) and for Final Inspection of the Apparatus prior to final delivery.
yes _____	no _____	Any error, omission or inconsistency that is identified by the bidder shall be included as part of their bid and identified as such as an <b>Exception</b> to the bid. Bidders are required to submit a proposal to meet the intention of the specifications as listed.
yes _____	no _____	Alternates/Equipment to be itemized as a separate Bid/Pricing.

### ALTERNATES/EQUIPMENT

Provide Alternate Prices which reflect the work of the bid package under which this bid proposal was submitted and shall remain valid for the life of the bid and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, and applicable insurance. The Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Alternate prices are good for both adds and deducts.

Alt.	Compliance		Pricing (Add/Deduct)
Alt 1.	yes _____	no _____	One (1) 24' Duo-Safety aluminum extension ladder. Solid Beam Type.
Alt 2.	yes _____	no _____	One (1) 14' Duo-Safety aluminum roof ladder. Solid Beam Type. Hooks on Both ends.
Alt 3.	yes _____	no _____	One (1) 10' Duo-Safety aluminum folding ladder.
Alt 4.	yes _____	no _____	One (1) 8' Duo-Safety aluminum folding ladder.
Alt	yes _____	no _____	One (1) Little Giant aluminum ladder.

5.			Extra Heavy Duty, Type 1A, M17, Model #12017.	
Alt 6.	yes ___	no ___	Two (2) 10 ft. section of 6" hard suction hose.	
Alt 7.	yes ___	no ___	All hose to be tested to NFPA 1962 with documentation supplied upon delivery.	
Alt 8.	yes ___	no ___	One (1) Elkhart R.A.M. portable monitor	
Alt 9.	yes ___	no ___	One (1) SCOTT Eagle Attack Thermal Imaging Camera.	
Alt 10.	yes ___	no ___	Fire Hooks Unlimited Hydra Ram Model 1	
Alt 11.	yes ___	no ___	Two (2) FRC portable lights (SPAKR 700 B28 120 volt)	
Alt 12.	yes ___	no ___	Six (6 ) Fire Vulcan LED Streamlights with chargers	
Alt 13.	yes ___	no ___	Six (6) SCOTT Air-Pak X3 SCBA	
Alt 14.	yes ___	no ___	Six (6) 30 minute SCOTT SCBA bottles. Part Number 804721-01.	
Alt 15.	yes ___	no ___	Six (6) SCBA Masks SCOTT AV-3000.	
Alt 16.	yes ___	no ___	One (1) Hurst EDraulic Combi Tool-SC 357E2. Part # 273045000	
Alt 17.	yes ___	no ___	One (1) 110V Adapter for above Hurst tool. Part # 272085412	
Alt 18.	yes ___	no ___	Custom key cabinet. Approx. 27"x14"x12" with pull out tray's. Optional design supplied by customer.	
Alt 19.	yes ___	no ___	One (1) 2" Diameter Lunette Eye with a 2" square tube for the receiver mounting.	
Alt 20.	yes ___	no ___	Four (4) Plastic Step chocks, 11" high, black in color	
Alt 21.	yes ___	no ___	Tempest #716VR2 Super-Vac fan.	
Alt 22.	yes ___	no ___	One (1) Kenwood Dual Band Radio Model#KRK7DB including a remote head and mic at pump panel with speaker volume control, a remote mic for the driver with front and rear speakers in the cab.	
Alt 23.	yes ___	no ___	Six (6) Motorola APX6000 Portable UHF R2 Model 1.5 Portable, 96 Channels, Top Display (450-520 MHz) High Impact Green	
Alt 24.	yes ___	no ___	One (1) Portable Radio Charger (NNTN 7624) and One (1) Battery (NNTN 8092A).	
Alt 25.	yes ___	no ___	Provide an allowance for mounting brackets for tools, include labor cost. Specify bracket type.	

**PART VIII**

**REFERENCES**

Proposals should include three institutions, of similar or the same size, where your organization has provided fire vehicles similar to the one you're proposing for the University of Connecticut. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		

PART IX

BIDDER'S QUALIFICATION STATEMENT

RFP #LM081015-1

All proposers are required to complete form, properly in its entirety, WITH THEIR PROPOSAL RESPONSE. Failure of a proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their proposal. 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 #	Email:
_____	_____	_____	_____	_____	_____

Name:	Years	Years/Supervisor	Telephone	Fax #	Email:
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\_\_\_\_\_

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. 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):

\_\_\_\_\_

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

1. \_\_\_\_\_ Attached    2. \_\_\_\_\_ N/A

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*(Please complete the section below)*

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Name of Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_ Email \_\_\_\_\_

**PART X  
FORM OF PROPOSAL**

**Class "A" Fire Service Pumper/Rescue Style Engine**

**TO:** University of Connecticut  
Procurement Services  
3 North Hillside Road Unit 6076  
Storrs, CT. 06269-6076

1. The undersigned bidder, in response to our Request for Proposal for LM081015-1 having examined the bid documents and being familiar with the conditions surrounding the sale of a Class "A" Fire Service Pumper/Rescue Engine to the University of Connecticut, hereby proposes to provide such goods and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda, which are a part of the bidding documents:  
  
#1 \_\_\_\_\_, #2\_\_\_\_\_, #3\_\_\_\_\_, #4\_\_\_\_\_, #5\_\_\_\_\_, #6\_\_\_\_\_.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. I have read, understand and agree with all the terms contained in Section VII regarding Performance Specifications and Vendor Requirements:  
  
Agree (  )                      Do Not Agree (  ) (If you do not agree, please advise on a separate page attached to your response your reasons for doing so)
8. Terms: (2% 15 net 45 unless otherwise specified here) \_\_\_\_\_
9. Vendor shall provide a detailed specifications sheet with submission for a 100' minimum Rear Mount Platform Aerial.
10. Pricing: 2015 or newer Class "A" Fire Service Pumper/Rescue Style Engine as described in Part VII of the RFP.  
Provide detailed specifications sheet with submission



**FIRM:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**F.E.I.N. #:** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**PART XI**  
**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-81(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.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders’ good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__

<p>6. Does your company have a collective bargaining agreement with workers? Yes__ No__</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct. Yes__ No__</p>	<p>12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____</p>
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**Part III - Bidder Subcontracting Practices**

<p>1. Will the work of this contract include subcontractors or suppliers? Yes__ No__</p> <p>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)</p> <p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__</p>
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**PART IV - Bidder Employment Information**

Date:

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

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

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	N O	% of applicants provided by source		

State Employment Service					Work Experience
Private Employment Agencies					Ability to Speak or Write English
Schools and Colleges					Written Tests
Newspaper Advertisement					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Labor Organizations					Personal Recommendation
Minority/Community Organizations					Height or Weight
Others (please identify)					Car Ownership
					Arrest Record
					Wage Garnishments

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

(Signature)	(Title)	(Date)	(Telephone)
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**PART XII**

**INSTRUCTIONS TO BIDDERS**

1. All bids must be submitted on and in accordance with this form. 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 part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, 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 further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No.

Seventeen , notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

12. The University of Connecticut is an equal opportunity employer.

## PART XIII

### AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

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* 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.

**CERTIFIED RESOLUTION**

I, (*name of Secretary*), Secretary of (*name of corporation*), 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 \_\_\_\_\_, 200\_\_, 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. ")

## Connecticut Economic Impact Form

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

Date: \_\_\_\_\_

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

Location (City, State) of Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_

Date Registered to do Business in Connecticut: \_\_\_\_\_

Number of Connecticut Locations: \_\_\_\_\_

Number of Connecticut Employees: \_\_\_\_\_

Annual Payroll Paid to Connecticut State Residents: \_\_\_\_\_

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

Annual Rent Paid within Connecticut or value of Real Property: \_\_\_\_\_

Annual Utilities Paid within Connecticut: \_\_\_\_\_

Amount paid to Major partners or suppliers in Connecticut: \_\_\_\_\_



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

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

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

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

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

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

\_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
Printed Name





## STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

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

**IMPORTANT NOTE:**

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

**AFFIRMATION:**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

### 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 January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(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(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(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**

## 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

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<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.

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Name of Company

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Signature of Authorized Company Official

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Date



STATE OF CONNECTICUT

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

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

INSTRUCTIONS:

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

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

# University of Connecticut



## Agreement for Purchase of Goods

Contract Number [ \_\_\_\_\_ ]

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

**University of Connecticut  
Purchasing Department  
3 North Hillside Road, Unit 6076  
6076**

*and*

[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ] Storrs, CT 06269-

hereinafter "**University**"

hereinafter "**Contractor**"

[ \_\_\_\_\_ ]  
University Contract Administrator/Phone

[ \_\_\_\_\_ ]

Contractor Contact/Phone

### DEFINITIONS

- A. "**Delivery**" is the delivery of an Instrument to the location designated by the University in an Order.
- B.
- C. "**Instruments**" are the instrument(s) listed on Exhibit B and any Software.
- D. "**Instrument Prices**" are the prices listed on Exhibit B.
- E. "**Maximum Amount Payable**" is the amount designated in Section 1.3.1.
- F. "**Order**" is defined in Section 1.2.3.
- G. "**Software**" is defined in Section 1.5.2.
- H. "**Specifications**" are the specifications attached as Exhibit C.
- I. "**Warranty Period**" shall mean, as to each Instrument, the [TBD] month period following Acceptance of such Instrument.

## 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:

**Effective Date:** Upon approval by Office of Attorney General  
**End Date:** [TBD]

1.1.1 **Survival.** The following rights and/or obligations shall survive termination and expiration of this Agreement: (a) the obligations of the University under Sections 1.11 and 1.12; (b) the rights granted to, or required to be granted to, the University under Section 1.5; and (c) the obligations of the Contractor under Sections 1.4.4, 1.9, 1.10, 1.12, and 1.16.

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

### 1.2 **Brief Summary of Services.**

1.2.1 **The Services.** Contractor will provide University with the Instruments.

1.2.2 **Service Location.** Contractor will provide Services at such locations on the University's campus in Storrs, Connecticut as the University may designate.

1.2.3 **Orders.** The Contractor shall only Deliver such Instruments as are requested by the University in writing (an “**Order**”) and Instrument Prices shall only become due for Instruments so requested. Such Order shall include, without limitation: (a) the Instrument to be Delivered, (b) the date of Delivery, and (c) the location to which the Instrument is to be Delivered.

### 1.3 **Compensation.**

1.3.1 **Maximum Amount Payable.** [TBD] The University shall be obligated to pay the Maximum Amount Payable only to extent otherwise due to the Contractor under this Agreement.

1.3.2 **Instrument Prices.** For each Instrument requested by the University in writing, the University shall pay the Contractor the correlating Instrument Price. Each Instrument Price shall be paid as provided in Section 1.3.3.

1.3.3 **Payment.** Each Instrument Price that may become due pursuant to Section 1.3.2 shall be paid within forty five (45) days of the Contractor's invoice. The Contractor's invoice for an Instrument Price shall be submitted as follows:  
[TBD]

1.3.4 **Taxes.** The University represents that it is a tax-exempt organization and has provided Contractor with its valid tax-exempt certificate.

1.4 **Detailed Contractor Responsibilities.** The Contractor's compensation for the activities described in this Section 1.4 is included in the Instrument Price and, as such, shall be conducted at no additional cost to the University.

1.4.1 **Performance of Instruments.**

1.4.1.1 Specifications. The Instruments shall conform to, and perform in a manner consistent with, the Specifications.

1.4.1.2 Warranty. The Contractor's warranty obligations are contained in Section 1.9.

1.4.2 **Delivery.**

1.4.2.1 Not Used

1.4.2.2 Scheduling Delivery. The Contractor shall Deliver an Instrument on the date specified by the University in an Order.

1.4.2.3 Not Used

1.4.2.4 Compliance. The Contractor will comply will all statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the services, location of the services or the Agreement, to the extent applicable to Contractor's performance hereunder, including without limitation Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and Title 4a concerning State purchasing, including, but not limited to, 22a-194a concerning the use of polystyrene foam; all applicable National Fire Protection Association (NFPA) Codes (such as NFPA 72, 72H, 80, 90A and/or any other codes that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes (CFSC) and Connecticut Fire Prevention Code, latest revisions, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code, latest revisions accepted by Connecticut State Building Code; Joint Commission on Accreditation of Healthcare Organizations, if applicable; manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL) and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other industry standards. If any of these codes/requirements change and have an impact on this Agreement, such changes shall apply to this Agreement upon the effective date of such change.

1.4.3 Not Used

1.4.4 **Training and other Services.** The Contractor shall provide the training and other services, and shall conduct such other activities, as are described in Exhibit E.

**1.5 Ownership of the Instruments.**

1.5.1 Generally. The Contractor will maintain ownership of, and responsibility for, each Instrument until such Instrument is Delivered. Title to and all risk of loss, including damage to, or destruction of, an Instrument, shall pass to University upon Delivery.

1.5.2 Software Licenses. By Delivering an Instrument, the Contractor is deemed to have granted the University a perpetual non-exclusive license to use, and to allow third parties to use, the software installed on such Instrument (the "Software"), but only for the purposes of operating and otherwise utilizing such Instrument and the information produced by such Instrument. At the option of either party, such conveyance shall be memorialized by a mutually agreeable licensing agreement; provided, however, that such agreement shall be consistent with the preceding sentence.

**1.6 Representations and Warranties.** The Contractor represents and warrants to the University, to the best of Contractor's knowledge, information and belief that:

- (a) Contractor is a corporation operating under the name of [\_\_\_\_], duly organized, validly existing and in good standing under the laws of the State of [\_\_\_\_] authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.
- (b) Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- (c) Contractor will comply with all applicable Laws in satisfying its obligations to the University under and pursuant to this Agreement.
- (d) Contractor's execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable:
  - (i) any provision of any laws;
  - (ii) any order of any court or the State; or
  - (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
- (e) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner.
- (f) As applicable, Contractor has not, within the three years preceding the date of this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform Services under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (g) Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.
- (h) Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor.
- (i) Contractor's participation in the Agreement is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (j) Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.
- (k) Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.
- (l) Contractor owes no unemployment compensation contributions.
- (m) Contractor is not delinquent in the payment of any taxes owed, or, that Contractor has filed a sales tax security bond, and Contractor has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes.

**1.7** Not Used

**1.8** Not Used

**1.9 Warranty and Warranty Period Obligations.** The Contractor warrants that the Instruments will perform in a manner consistent with the Specifications, except to the extent explicitly excluded from such warranty under the terms of Exhibit D. During the Warranty Period, Contractor will, at no additional cost

to the University, furnish all labor, travel, and parts necessary to ensure that the Instruments perform in compliance with the preceding sentence. The Contractor will provide University with written reports of any maintenance that is performed on the Instruments.

**1.10 Patent, Copyright and Other Infringement Claims.** Contractor warrants that the Instruments, and the parts thereof, do not infringe any patent or copyright. If University receives a claim that any Instrument, or part thereof, infringes upon the rights of others under any patent or copyright, the University shall notify Contractor immediately in writing. In the event of a claim that an Instrument or a part thereof infringes a patent or copyright:

1.10.1 Contractor shall, at its own expense, (i) defend or settle such claims, (ii) procure for University the right to use the Instrument in question, or (iii) modify the Instrument in question to avoid infringement.

1.10.2 The University shall have the right to return the Instrument in question to the Contractor, at the Contractor's expense, and Contractor shall refund the applicable Instrument Price to the University, less reasonable depreciation for University's use of the Instrument.

1.10.3 University retains the right to exercise control over the defense of any claim or action based upon its determination that the defense is not being conducted to protect the best interests of the State as determined in University's sole discretion.

**1.11 Designs and Trade Secrets.** Except as otherwise provided in this Agreement, any drawings, data, designs, software programs or other technical information supplied by Contractor to University in connection with the sale of the Instruments are not included in the sale and shall remain Contractor's property. University shall not knowingly disclose to any third party Contractor's drawings, data, designs, software programs or other technical information and shall use at least the same standard of care to maintain the confidentiality of Contractor's drawings, data, designs, software programs and other technical information that it uses to maintain the confidentiality of its own information of equal importance. Nothing herein shall prohibit or limit University from disclosing Contractor's drawings, data, designs, software programs or other technical information if so required by any court order, subpoena or other legal process, including, but not limited to, any demand made pursuant to the Connecticut Freedom of Information Act, provided, however, that University shall rely upon any and all applicable trade secret or proprietary information exceptions or exemptions to the public disclosure laws to protect Contractor's drawings, data, designs, software programs or other technical information from disclosure to any person, except as expressly authorized hereunder. In the event that University receives any such demand, order or other legal process compelling such disclosure, University shall notify Contractor prior to making any disclosure in order to afford Contractor the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by University of any of Contractor's drawings, data, designs, software programs or other technical information in any instance will not relieve University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

**1.12 Assignment.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be void, except that Contractor may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Contractor remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

**1.13 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 University\*: University of Connecticut, 3 N. Hillside Rd., Storrs, CT 06269 Attn:

[\_\_\_\_\_]

If to Contractor\*: [\_\_\_\_\_]

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

**1.14 Commercial Transaction.** University acknowledges that this is a commercial and not consumer transaction.

**1.15** Not Used

**1.16 Indemnification.** Contractor agrees to indemnify and hold University, its employees, directors, officers and agents (the "University Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the University Indemnitees, for bodily injuries (including death) or damages to or loss of real or tangible personal property ("Claims") to the extent that any such Claim arises out of or in connection with the negligent or wrongful acts or omissions of Contractor, its employees or agents in connection with the performance of work under the Agreement, provided that Contractor is given prompt notice of any such Claim. Contractor shall cause its insurers to waive their right of subrogation against Customer to the extent claims arise from Contractor's negligence.

**1.17 Default and Termination.**

1.17.1 Either party may terminate this Agreement following an event of default. Each of the following shall constitute an event of default under this Agreement ("Default"):

- (a) a failure by University to make any payment due to Contractor within ten (10) days of receipt of written notice of non-payment from Contractor;
- (b) failure by Contractor to deliver an Instrument that operates in accordance with the Specifications; and/or
- (c) a failure by either party to perform any other material obligation under this Agreement.

1.17.2 The party claiming (the "Terminating Party") that the other party has committed a Default shall provide a written Notice to Cure to the party claimed to be in Default (the "Defaulting Party") describing the event of Default. The Defaulting Party will have thirty (30) days to reply to the Notice to Cure and indicate why this Agreement should not be terminated and recommend remedies to be taken.

- (a) If the parties reach an agreed upon solution, the Defaulting Party 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 twenty (20) days after receipt of the Notice to Cure, the Terminating Party may 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 Terminating Party may terminate this Agreement at that time by written notice of such termination.

1.17.3 Upon the occurrence of a Default by the Contractor, the University may, upon written notice to the Contractor, withhold payment of amounts due under this Agreement until such time as the Contractor has cured such Default.

1.17.4 In addition to the rights set forth above, either party may pursue any and all remedies available to it under this Agreement or applicable law.

**1.18 Force Majeure.** If the performance of obligations under this Agreement (other than an obligation to make any payments due hereunder) 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 Contractor, then neither party shall have any liability to the other for any loss or damage under or in connection with this Agreement.

**1.19 Entire Agreement and Amendment.** This Agreement is the entire agreement between Contractor and 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 Contractor and University and approved by the Office of the Attorney General. Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. 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.

**1.20 Ethics and Compliance Hotline.** In accordance with University's compliance program, 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 relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact 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. As a provider of goods and/or services to University, 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.

**1.21 Exhibits.** The Exhibits referenced in this Agreement are incorporated herein by reference.

**1.22** Not Used

## **Section 2 - State of Connecticut Required Terms and Conditions**

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. **Sovereign Immunity and Claims.** (a) The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern. (b) 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 shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

- (a) Commercial General Liability
  - 1. Each Occurrence \$1,000,000
  - 2. Products/Completed Operations \$1,000,000
  - 3. Personal and Advertising Injury \$1,000,000
  - 4. General Aggregate \$2,000,000
  - 5. Fire Legal Liability \$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor. Such policies, other than the Workers' Compensation and Employer's Liability policy, shall name, as Additional Insureds, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificate of the policies required hereunder shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall, other than the Workers' Compensation and Employer's Liability policy, be primary.

2.4. Non-discrimination.

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

policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

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

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

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

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

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

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

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

- 2.6. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

- 2.7. 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.

- 2.8. Use of University Marks. Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Trademark Licensing. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.
- 2.9. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
  - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
  - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: [http://www.ct.gov/opm/lib/opm/finance/psa/oag\\_nondiscrim\\_certification\\_080207\\_fillable\\_form.doc](http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc)
- 2.10 Background Checks
- (a) Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.
  - (b) Without limiting the obligations of Contractor under this Contract, Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of Contractor, its employees, or other persons that Contractor causes to be on the campus. **2.11 Large State Government Contract.** If Contractor is a Large State contractor, Contractor will comply with the provisions of Section 4-61dd of the

Connecticut General Statutes, as may be revised. "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised. Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

[signature page follows]

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

**UNIVERSITY OF CONNECTICUT:**

[ \_\_\_\_\_ ]:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGO Approval (As to Form)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**ATTACHMENTS**

**Exhibit A: SEEC Form 11**

**Exhibit B: Instruments and Instrument Prices**

**Exhibit C: Specifications**

**Exhibit D: Warrantee Exclusions**

**Exhibit E: Training and other Services**

## EXHIBIT A

### SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Rev. 1/11

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

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

#### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

#### **DUTY TO INFORM**

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

## PENALTIES FOR VIOLATIONS

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

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

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

## CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](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* 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.

**EXHIBIT B**

**INSTRUMENTS AND INSTRUMENT PRICES**

[TBD]

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**EXHIBIT C**  
**SPECIFICATIONS**

[TBD]

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**EXHIBIT D**

**WARRANTEE EXCLUSIONS**

[TBD]

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**EXHIBIT E**

**TRAINING AND OTHER SERVICES**

[TBD]

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