



**REQUEST FOR QUALIFICATIONS**

**UConn Storrs Main Campus Landscape Service Contract**

**RFQ DS102915-1**

**Issue Date:**

**December 14, 2015**

**Pre-Bid Conference/Site Visit**

**Tuesday, December 22, 2015 @ 10:00 AM (EDT)**

**Procurement Services Bid Room**

**Submission Due Date**

**Friday, January 15, 2016 @ 2:00 PM (EST)**

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**Submitting Firm's Name**

**Issued By:** Lisa Mieszkowicz  
Senior Procurement Specialist  
University of Connecticut  
3 North Hillside Road, Unit 6047  
Storrs, CT 06269-6047  
Fax: (860) 486-1953  
[lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu)

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## SECTION I

### 1.1 Introduction:

The University of Connecticut (hereinafter referred to as the "University") is seeking experienced and qualified firms to provide Landscaping Services including all equipment, materials and labor to meet the various needs of the University. The objective of this RFQ process is to identify Landscape Service Providers who can provide top-quality service at the most competitive prices and at the highest quality to the University.

### 1.2 Demographics:

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The total construction-related budget for fiscal year 2014 was \$2.1 billion dollars and on-going initiatives include: UCONN 2000 & 21st Century UConn, Next Generation Connecticut, and Bioscience Connecticut. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Torrington, Waterbury, and West Hartford. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: [2015 Fact Sheet](#).

The University of Connecticut is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Hartford, Torrington and Stamford. Total enrollment at all campuses is approximately 30,474 students. The Storrs campus has an enrollment of approximately 22,595 undergraduates and 7,879 graduate students including a resident population of approximately 16,191 students. There are approximately 9,932 full and part-time faculty and staff.

### 1.3 Definitions

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

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

The word "RFQ" shall mean Request for Qualifications.

The word "SOQ" shall mean Statement of Qualifications

The words "Services" shall mean all Landscaping and Related Services within the scope of this RFQ.

The words "Addenda" shall mean written or graphic instructions issued by the University of Connecticut subsequent to the receipt of proposals that modify or interpret the Request for Qualification documents by addition, deletion, clarification or corrections.

### 1.4 Term of Contract:

The University is seeking an initial contract term of two (2) years from date of award with the option to renew for three (3) additional one (1) year periods or parts thereof. Said options will only be exercised upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to the firm in writing thirty (30) days prior to the effective date of the renewal.

## SECTION II

### 2.0 Scope of Services

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors to provide landscaping services to meet a wide variety of needs for the Storrs Campus. The successful bidder will be used to augment the University's labor and equipment force in the regular maintenance of University

properties and to also provide an "on-call" labor force for other landscaping services. The service areas will include approximately 150 - 200 acres of lawns and mulched planting beds at the Storrs campus off Route 195, and range from grass mowing and trimming, edging and mulching of planting beds, pruning of shrubs, weeding, and fall leaf clean up, etc. The successful bidder must be prepared to provide any additional landscaping services that may be required.

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

The successful bidder shall provide all labor, equipment and materials required to perform the service, including, but not limited to, trucks, mowers, trimmers, blowers and hand tools to accommodate each landscaping request. Bidders shall include with their proposal a list of equipment that will be used in the execution of this contract. The list below represents what the University feels would be the minimum required equipment to meet current requirements. The successful bidder must be prepared to increase equipment when and if the University requirements increase.

**2.1** Spring Clean-up: In the specified service areas (shown on provided maps) the contracted vendor shall:

**2.1.1** Lawn Areas – as per Map #1 Spring Clean Up Lawn Areas Map

- A.** Pick up and remove branches, limbs, litter, debris, etc.
- B.** Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

**2.1.2** Planting Bed Areas and Tree Saucers – as per Map #2 Spring Clean Up Planting Bed Areas Map

- A.** Weed and clean out all planting beds and tree saucers.
- B.** Edge all planting beds and tree saucers.
- C.** Remove excess soil and mulch.
- D.** Supply and install pre-emergent weed control to planting beds and tree saucers prior to mulch.
  - 1.** Trifluralin – or approved equal.
- E.** Supply and install double cut pine bark mulch to all planting beds and tree saucers
  - 1.** Mulch depth shall not exceed 2”
  - 2.** No Mulch to be placed within 12” of trunks
  - 3.** Mulch samples are to be submitted for approval prior to use.
- F.** Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

**2.2** Weekly Maintenance: Spring/Summer/Fall – in the specified areas (shown on the provided maps) the contracted vendor shall:

**2.2.1** Mowing of Lawn Areas – as per Map #3 Mowing Area Map.

- A.** Mow all lawn areas weekly or as needed to a 2 ½” height or 3” height to maintain health and appearance without removing more than 1/3 of lawn height at any mowing.
- B.** Remove litter from lawns prior to mowing.
- C.** String trim curbs, foundation, planting beds, tree saucers, poles, etc. at each mowing.
- D.** Mechanically edge lawns at sidewalks at every other mowing (minimum frequency).

- E. Blow off all grass clippings, etc. from all sidewalks, paved surfaces, mulched areas, etc. following mowing.
- F. If it is determined by the University that the clippings left on lawns are too heavy as a result of excessive grass length at time of mowing, the contractor will double cut those areas at no additional cost.

Note the following stipulations:

- *Only turf equipment is permitted on lawn areas. Trucks, trailers, etc. are prohibited.*
- *Mower blades are to be kept sharp.*
- *No grass clippings are to be discharged onto buildings, walks, cars, pedestrians, etc. If mower is not rear discharge, or discharge collecting, discharge is to remain on lawn areas.*

**2.2.2** Planting Bed Area Maintenance – as per Map #4 Planting Bed Area Map

- A. Remove litter and debris daily.
- B. Weed planting bed areas and tree saucers as needed to maintain clean manicured Weed free appearance.
- C. Prune shrubs in appropriate manner based on plant variety and location. Perform during summer months. Pruning methods and guidelines for shaping will be agreed to by the University prior to start of pruning.
- D. Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

**2.3** Fall Clean-up: In the specified service areas (shown on provided maps) the contracted vendor shall:

**2.3.1** Fall Clean Up – as per Map #5 Fall Clean Up Area Map

- A. Rake, blow, sweep and remove all leaves, branches, and other debris at appropriate intervals throughout the leaf season.
- B. Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

**2.4** Optional Flat-rate Services: Upon request and in addition to the above. In the specified service areas (shown on provided maps) the contracted vendor shall:

- A. Re-mulch all planting beds and tree saucers with 1” layer of double cut pine bark mulch, edging included. If requested, this would be completed in mid-August just prior to the move in schedule for the start of the fall semester.

**2.5** On-call services for unanticipated requirements:

- A. Unknown requirements at an hourly rate for labor and equipment.
- B. Materials, (such as fertilizers, mulch, trees, seed, etc.) to be provided at cost plus %.

**2.6** Important Note Regarding Campus-Specific Landscaping Specifications:

- A. The University reserves the right to increase or decrease the scope of work during the term of the Agreement. This reduction and/or addition to the scope of work will be based on the per acre unit cost.

**2.7 Equipment List (at a minimum):**

|  |     |                      |   |
|--|-----|----------------------|---|
| Trucks - Landscape Dumps;                    | 2-3 | Back-pack blowers;   | 4 |
| Pick-up trucks;                              | 2-3 | Hedge trimmers;      | 2 |
| Trailers, Utility Trailers;                  | 3-4 | Chain saws;          | 1 |
| Large area mowers, 12 ft. minimum;           | 1   | Push mowers;         | 2 |
| Ride on mowers, front end or zero turn, 60"; | 4-5 | Push blowers;        | 2 |
| Walk behind mowers; 48-52"                   | 4-5 | Leaf vacuum/loaders; | 2 |
| String trimmers; edgers;                     | 6   | Ride on blowers;     | 2 |

*All equipment must meet current E.P.A. guidelines for emissions and OSHA guidelines for noise and safety.*

**2.8 Service Provider Personnel**

- 2.8.1 The personnel employed by the Service Provider shall be capable employees, trained and qualified in landscaping and related work. All personnel will receive close and continuing first-line supervision by the Service Provider.
- 2.8.2 The Service Provider's employees must wear identifiable uniforms (must be approved by the University) and name tags (must include the Service Provider's name, the employee's full name and the employee's picture). Service Provider employees must also wear proper Personal Protective Equipment (PPE) at all times where and as applicable. Service Provider shall supply all uniforms and PPE.
- 2.8.3 Personnel will interact with University employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from University employees, students or visitors; will not use State owned telephones for personal calls, argue on the job, conduct outside business at University locations, use University equipment or supplies for personal reasons or to satisfy the requirements of this contract, or take University materials, equipment or supplies, including those belonging to employees, for any reason. Employees will not accept gifts or gratuities from anyone at the University for any reason. The University has the right to remove any personnel from any location at its judgment.
- 2.8.4 In any instance where a Service Provider employee reports or complains of any type of harassment from a University staff member or another contractor's employee, then the incident is to be immediately reported to the assigned Purchasing Contract Manager. In addition, if at any time a Service Provider employee or manager is asked to do anything outside the contract scope, then the incident is to be immediately reported to the assigned Purchasing Contract Manager. Furthermore, the University will not allow any Service Provider employee to do any personal work, paid or as a favor, for anyone with influence over the management of the contract. Any known incidents must be reported at once to the Purchasing Contract Manager.

**SECTION III**

**3.0 SUBMISSION PROCESS:**

This best value selection process will be a two part process. The first part will be the receipt & evaluation of all Technical (Qualifications & Experience) Proposals with the intent of developing a short list of the most qualified firms that possess the

type of experience and qualifications required in this document. Short-listed firms will then be brought in for presentations of their submission.

Firms will be reviewed and evaluated on the basis of overall qualifications and experience, staffing plan, references, managerial capabilities, approach and demonstrated service work experience and financial abilities as listed within the requirements of this solicitation. The submitted cost proposal/pricing workbook will be evaluated separately from the Technical evaluation and shall be submitted in a separate envelope. It is imperative that proposals be complete and contain the information requested.

In the interest of performing a thorough and timely evaluation of all proposals received, we request that all proposals be submitted in the following tabbed or categorized format:

### **CONTENTS OF APPLICATION**

Interested firms are required to submit proposals in the following format:

- **University Cover Sheet Form - provided to Applicants at the end of this Instructions to Applicants package. Applicant must mark the original signature document as the “original” and then subsequently check off the provided number of copies.**
- **Tab One –Letter of Transmittal/ Letter of Interest.**
- **Tab Two – Qualifications of Landscaping Firm and Sub-Contractors.**
- **Tab Three – Qualifications and Responsibilities of Key Personnel: Managerial Ability**
- **Tab Four – Staffing Plan**
- **Tab Five – References**
- **Tab Six – Provide the following documents:**
  - **Original Certificate of Legal Existence issued by the Connecticut Secretary of the State.**
  - **Formal Acknowledgement that Applicant has reviewed the contract and its terms and accepts it without exception.**
  - **Bidders Qualification Statement**
  - **Signed Vendor Code of Conduct.**
  - **Affidavits (use the following website to obtain and execute the listed forms)**  
[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)
  - **OPM Ethics Form 1 Gift and Campaign Contribution Affidavit**
  - **OPM Ethics Form 5 Consulting Agreement Affidavit**
  - **OPM Ethics Form 6 Affirmation of Receipt of State Ethics Laws Summary**
  - **OPM Ethics Form 7 Iran Certification Form**
  - **Nondiscrimination Certification Form C**  
[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)
  - **LLC Documentation (if required)**
- **Separate Envelope – Cost Proposal/Pricing Workbook**

### **SUBMISSION GUIDELINE/CONSIDERATIONS**

The University of Connecticut advises Applicants to reflect upon the following prior to submitting its proposal:

- The University is a signatory to the President’s Climate Commitment and as such recommends that Applicants demonstrate a similar commitment by eliminating redundancy, non-recyclable dividers, and irrelevant materials in their submission;
- Read and review the RFQ carefully. Respond clearly and fully to technical criteria listed. Scoring is based on the criteria. Applicant must be clear about the relevance of work presented in its SOQ;
- Organize your relevant experience to the SOQ in a manner that assists the reader in the evaluation process;
- Provide information that is complete and transparent, indicating whether a proposed team member worked on a relevant project while at another firm; and
- Once contracted and at the point of assignment, sub-consultants are subject to the approval of the University.

If the Applicant is a LLC the following must be provided with the RFQ submission:

1. Certificate of legal existence from the state of organization/formation of the entity proposing to the University.
2. For entities that are organized/formed in a State other than Connecticut, in addition to #1, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.

Applicants are hereby reminded that Joint Ventures or other associations should be clearly identified and relevant experience provided. Submittals 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 submittal.

In an effort to foster a more diverse pool of experienced firms, the University encourages Connecticut certified Small Business Enterprise and Minority Business Enterprise (SBE/MBE), as well as Connecticut Based firms to lead or participate on project teams. A “Connecticut Based” firm shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least the past year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut. A certified SBE/MBE firm must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capitol Avenue, Hartford, CT 06106, Fifth floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://das.ct.gov/cr1.aspx?page=34>.

## SECTION IV

### 4.0 **EVALUATION PROCESS**

The award of an agreement to the successful proposer will be based upon a comprehensive review. All proposals will be evaluated by a committee which will use the specific evaluation criteria listed below with the University reserving the right to base award on proposal presentation and subsequent interviews.

The University also reserves the right to reject any or all proposals, in whole or in part, to award any item, group of items, or the total proposal, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes Sections 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interests of the University.

### **PART 1 – TECHNICAL CRITERIA – QUALIFICATIONS AND EXPERIENCE**

The Technical Qualification/Experience criteria shall address the following:

#### **4.1 Letter of Transmittal/ Letter of Interest**

Include a Letter of Transmittal, a brief statement of firm’s technical qualifications to complete the requested landscaping services. Prepare a narrative which clearly demonstrates the firms’ understanding of the specific needs of the University and which concisely present a technical approach to completing the proposed scope of services.

#### **4.2 Qualifications and Experience of Landscaping Services Firm**

The following requirements are presented as a minimum expectation for any Landscaping Services submission to be considered. All proposers must provide documentation that verifies and demonstrates experience.

- 4.2.1** Provide background information for your company, including brief description (e.g., past history, present status, future plans, company size, etc.) Also show evidence they have been engaged in business as professional landscapers, without interruption, for the past five (5) years. (Provide evidence)

- 4.2.2 Provide an outline of your organization's contracts they have successfully performed a minimum of (3) large landscaping projects, requiring greater than 2000 man/hours within a season, during the past five (5) years. (Provide evidence)
- 4.2.3 They own or lease a minimum of ninety five percent (95%) of all necessary equipment and vehicles to perform the services as defined in specifications. Please submit a detailed equipment list and age of equipment with your proposal.
- 4.2.4 They currently employ experienced personnel who have participated in large landscape projects as specified in service specifications. As part of your proposal, please submit a list of the employees (staffing plan) that you plan to use in the execution of this contract.
- 4.2.5 Submit detailed information on the type of landscaping training provided for employees and supervisors. Identify the format of training classes, length of training periods and demonstration locations, if applicable.
- 4.2.6 Please state whether any subcontractors will be used for this contract, and if so, provide company information and a description of the services that will be subcontracted out.
- 4.2.7 Describe your company's background check policy. What background checks will pertain to this account (type, frequency, etc.)?
- 4.2.8 Provide any additional in-house services and expertise available by the service provider.

Optional: Provide any other information that would strengthen your unique value proposition.

#### 4.3 **Managerial Ability**

- 4.3.1 The Proposer must be able to prove that it customarily employs managerial and supervisory personnel of the type qualified to perform the kind of work for which it is proposing. Specifically the Proposer's administrative team who are to be assigned to the University account. This shall include their specific area of expertise as it pertains to the work of this contract.
- 4.3.2 The ability of the Proposer to staff the demands of the service agreement with experienced personnel must be clearly demonstrated and required. A dedicated Account Manager and the Service Provider must demonstrate adequate levels of staffing to oversee the scheduled work through completion.
- 4.3.3 The Contractor shall demonstrate, through the information submitted in its Qualification Statement, that they have a Quality Assurance/Quality Control Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the services under the Contract.
- 4.3.4 The Contractor shall demonstrate, through the information submitted in its Qualification Statement, that they have their own Health and Safety Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the services under the Contract.

#### 4.4 **Staffing Plan**

- 4.4.1 Provide a written explanation or attach an organizational chart of your business. Provide organizational charts for Administrative, Sales and Services, and clearly illustrate how the University account would fit into the organization and provide a staffing plan specifically for this account.
- 4.4.2 Explain how the contract will be managed. Who will be the University's primary point-of-contact? How will workers be held accountable? How will work orders be tracked? Etc. Include a description of the management team and provide resumes, if available.
- 4.4.3 Provide a written explanation of your firms approach in maintaining a workforce to meet the needs of the University.

## 4.5 References

- 4.5.1 Proposers must submit references from a minimum of three (3) preferably five (5) contracts of similar or same size as that of the University, where its organization provided landscaping services similar to what is proposed for the University of Connecticut, demonstrating professional capability and experience of the firm in providing the requested services. One (1) of the referenced contracts is to be of a Higher Education facility. Proposers shall use the **References** form included toward the end of this RFQ.

## **PART 2 – DEFINE SCOPE / PROVIDE PRICING WORKBOOK**

The second part of the process will be based on the committee's evaluation scores resulting from the submitting firm's qualification submission. A short list of firms will be derived from the scoring summary. The short listed firms will be invited for an interview/presentation based on their submitted qualifications.

In addition to the Technical Criteria, submittals will also be evaluated on the following criteria:

- Completeness of proposals in responding to the information requested.
- Current and past demonstrated experience and performance in providing project management oversight services for similar programs.
- Skills and experience of key personnel proposed.
- Responsiveness of the assigned team and members availability for this service maintenance.
- Depth of the firm, including capabilities and availability of resources.

## 4.6 Signature Authorization Documentation

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and Contract.

- 4.6.1. If the Proposer is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- 4.6.2. With the exception of an individual Proposer, 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 Proposer's behalf.
- 4.6.3. Documentation must clearly state when and how such authorization was given.
- 4.6.4. Documentation must state that the authorization is still in full force and effect.
- 4.6.5. Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed confirming the authority of the signer to sign on behalf of the Proposer.
- 4.6.6. Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- 4.6.7. Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

## Conflict of Interest

The Proposer shall disclose and identify to the University, with its Proposal, any relationships which may constitute a potential conflict of interest with Procurement Services, Facilities, Capital Projects & Contract Administration, Residential

Life, University Fire Marshall or any other University organizations or departments; or any consultant, or designer of the proposed service 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.

The University intends to award to one firm however reserves the right to award multiple firms in whole or in part, as deemed in the best interest of UConn and project needs if so desired.

## SECTION V

### 5.0 Bidders Qualification Statement

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

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

Name \_\_\_\_\_

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

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

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

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

5.4 List any Subsidiaries and Affiliates of your Company: \_\_\_\_\_

5.5 Federal ID Number: \_\_\_\_\_

5.6 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? \_\_\_\_\_

5.7 List jurisdictions and/or trade categories in which your Firm is legally qualified to do business. It is mandatory that the firm be legally qualified to do business in the State of Connecticut. If the Proposer is a joint venture, all joint venture partners must be qualified to do business in the State of Connecticut. Connecticut General Statutes: 20-341gg; 20-330 et seq.; 33-615.

\_\_\_\_\_  
\_\_\_\_\_

5.8 Provide a letter from the Connecticut Department of Revenue Services indicating firm's account history.

5.9 This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture \_\_\_\_\_ Other

5.10 This firm is: \_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Connecticut Set Aside Contractor

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

| Name  | Years | Years/Supervisor | Telephone # | E-mail address |
|-------|-------|------------------|-------------|----------------|
| _____ | _____ | _____            | _____       | _____          |
| _____ | _____ | _____            | _____       | _____          |
| _____ | _____ | _____            | _____       | _____          |
| _____ | _____ | _____            | _____       | _____          |
| _____ | _____ | _____            | _____       | _____          |

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheet if necessary)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5.14** 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

**5.15** Within the past 5 years has your firm or any part of your firm; any owner, or partial owner of your firm; or any other person in any way associated with or employed by your firm ever been barred, suspended, disqualified or otherwise precluded from bidding or offering a proposal on contracts by any municipality or any agency of the State of Connecticut, other states, or the Federal Government? **YES / NO**  
**√ If yes, on a separate page, include an explanation of any previous debarment and copies of any notice of reinstatement.**

**5.16** State whether within the past 5 years you have been defaulted, terminated, or have had any liquidated damages or other contractual penalties for failures to timely or properly perform a contract assessed against you and indicate the current status of any litigation involving those transactions. **YES / NO**

√ **If yes, on a separate page, include an explanation of any previous default, termination or damage assessment and copies of any notice of reinstatement.**

**5.17** State whether within the past 5 years you have been declared to be a non-responsible bidder or proposer on any public work project? **YES / NO**

√ **If yes, on a separate page, identify the project name, the Owner of the project and the date of the findings.**

**5.18** Please indicate either yes or no to the following questions. You may attach a separate sheet to explain any yes answers. For any yes answer in response to the following questions please identify the offense, along with the location of the court or tribunal administering the matter, and the docket or proceeding number of the matter.

Has your firm or any part of your firm, any owner, or partial owner of your firm, or any person in any way associated with or employed by your firm ever:

**5.18.1** Had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? (Connecticut General Statute 31-57c) **YES / NO**

**5.18.2** Had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor? (Connecticut General Statute 31-57c) **YES / NO**

**5.18.3** Had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? (Connecticut General Statute 31-57c) **YES / NO**

**5.18.4** Been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract? **YES / NO**

**5.18.5** Within the previous 5 years compiled a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond your control? **YES / NO**

**5.19** On a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts? **YES / NO**

**5.20** On a separate sheet of paper, identify all litigation or arbitration proceedings including out of court settlements initiated by or against you within the past five (5) years including all pending cases. List the name of the project, the project location and the court or arbitration number and location. Briefly describe, use a separate sheet if necessary, the circumstances and disposition of each case. Specifically identify and provide details of each instance of claims or legal proceedings by or against a public or private Owner. Please note that generalized responses such as "litigation arising in the ordinary course of doing business" are not acceptable.

**5.21** On a separate sheet of paper, identify any OSHA citations within the past five (5) years under present business name or any past business name. Have you been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulations promulgated pursuant to such Act which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? Additionally list any criminal convictions related to the injury or death of any employee. (Connecticut General Statute 31-57b).

**5.22** Have you appeared on any list published by the Connecticut State Labor Department of persons or firms that have

been found by the National Labor Relations Board and by a final decision rendered by a Federal Court to have been in violation of the National Labor Relations Act, 29 USC 151 et. seq. or to have been found in contempt of court by a final decision of a Federal Court for failure to correct a violation of the National Labor Relations Act on three or more occasions involving different violations? (Connecticut General Statute 31-57a) **YES / NO**

√ **If the answer to the preceding question is “yes” state the date of publication of such list by the Connecticut State Labor Department.**

**5.23** On a separate sheet of paper, identify any instances within the previous five years in which you or any entity in which you have an interest, has appeared on a list published by the State of Connecticut Labor Department of persons or firms who the Labor Department has found you to have disregarded or violated your obligations to employees under Connecticut General Statutes 31-57f and/or subcontractors on public works projects under Connecticut General Statutes 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or in which you have been barred from Federal government contracts in accordance with the provisions of the Davis Beacon Act, 40 U.S. C. 276a-2. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. (Connecticut General Statute 31-53a)

**5.24** On a separate sheet of paper, identify any instances in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut Department of Labor regarding any alleged non-compliance by your or by any subcontractors on your previous projects, of any provision of Part III of Chapter 557 (Connecticut General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) and Chapter 558 (Connecticut General Statutes Sections 31-58 through 31-761, minimum wage, overtime and other requirements) during the five calendar years immediately preceding this Proposal. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complain or violation.

√ If in the event that there were such instances as described in your responses, you are further required to provide with your Proposal a written statement of the policy and procedures you would implement on this project in an effort to insure that you and your subcontractors would remain in compliance with the statutory requirements for wage rates and payment of wages as noted above.

**5.25** State whether you have ever been cited or penalized by any government agency for failure to comply with any affirmative action, non-discrimination, or other human rights requirements applicable to any work performed by you. If so, provide the date(s), details, disposition and docket number(s) for each such instance.

**5.26** On a separate sheet of paper, identify any criminal charges, indictments or civil enforcement actions currently pending against you or your principals involving any of the offenses or violations referred to above? If so identify the offense(s), court docket number and status of proceeding(s).

**5.27** Have you ever been found by the Connecticut Department of Public Works, or another State Agency to be in violation of the subcontractor listing requirements or other provisions of Connecticut General Statutes Section 4b-95?  
**YES / NO**

√ **If yes, on a separate page, indicate the nature, date and circumstances of any such violation.**

**5.28** Have you ever been cited for or been the subject of a civil or criminal court proceeding alleging that you have violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52a regarding providing preference to Connecticut citizens or residents in the construction of public buildings or works? **YES / NO**

√ **If yes, provide details concerning the date, circumstances and disposition of any such citation or court proceeding.**

**5.29** List all lawsuits or requested mediation/arbitration with regards to Standardized Programming Practices Services for the

past five years. Provide names and reasons for protest.

- 5.30** Has your firm engaged in any bid or proposal protests over the past five years? Also, list the results of each instance by date, owner, consultant, project and court or administrative docket number and location as applicable.
- 5.31** Has any officer or principal of your organization ever been an officer or principal of another organization when it failed to properly perform its obligations under a contract for Standardized Programming Practices Services during the past 5 years? (If the answer is yes, please attach details.)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2013

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

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

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

Provide 800 Telephone and Fax numbers, if available

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

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

## SECTION VI

### 6.0 Cost Proposal

#### 6.1 **Structure of Compensation:**

6.1.2 Compensation shall be as described below.

6.1.2.1 During the ***initial term (24 months)***, compensation shall be the flat fee set forth in the Pricing Workbook As shown within the Pricing Workbooks the flat fee shall be composed of:

- A. Labor and Labor Related Costs
- B. Site Management and Supervision Costs
- C. Supplies, Equipment and Other Costs
- D. Overhead and Profit.

6.1.2.2 During each ***subsequent term***, (After the 24 month initial term), compensation shall be calculated as follows:

- A. The Labor and Labor Related Cost for that term, **PLUS**;
- B. the subtotals of Section B (Site Mgmt. and Overhead from the initial term Pricing Workbook, **MINUS**;
- C. any discounts or any other costs that have decreased or been eliminated after the initial term.

6.1.2.3 Unless the University elects to add or remove service locations, the fees described above (for both the initial term AND subsequent term) will not be adjusted in the middle of the then-ongoing term. Proposers are therefore advised to consider the risk of cost increases (including standard wage increase) occurring during a term when they calculate pricing.

6.1.2.4 Service Provider must comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's website at <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.html>

- A. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

#### 6.2 **General Assumptions:**

6.2.1 The Proposer's proposed pricing shall take into account any upcoming changes to wages, wage-related costs or benefits, within each contract year. Therefore, Service Provider's proposed pricing shall include blended rates that account for any wage/wage-related/benefits increases that occur within each individual contract year.

6.2.2 Contract is being bid as a Fixed-Price contract for the initial term of twenty-four (24) months.

6.2.3 The University will not accept any additional charges other than those indicated in the Firm's Pricing Workbook.

#### 6.3.1 **General Instructions for Completing the Pricing Workbook:**

6.3.2 Use MS EXCEL version 2003 or more recent.

6.3.3 As part of the soft copy submittal, Service Provider shall include an electronic copy of its completed Pricing Workbook. This copy should be in EXCEL format, rather than PDF.

- 6.3.4 The Proposer shall only complete those cells with blue font. All other cells are generated by automatic formulas. Any cell left blank shall be assumed to be a no-bid for that particular product or service.
- 6.3.5 The Proposer may be liable for any costs incurred by the University as a result of a virus being passed through an infected file.
- 6.3.5 It shall be assumed that the pricing submitted by each Proposer is sufficient to cover all specifications, terms and conditions described in the RFQ.
- 6.3.6 Adequate staff levels must be maintained to avoid the need for overtime rates.

## SECTION VII

### 7.0 COMMUNICATION

#### 7.1 Pre-Submission Conference:

A **non-mandatory** pre-submission conference will be held on **Tuesday, December 22, 2015 at 10:00 a.m.** The purpose of the conference will be to review the RFQ documentation, provide site tours and to answer any questions in regards to the specifications and RFQ process. We will meet at the **Purchasing Bid Room, 2<sup>nd</sup> floor located at 3 North Hillside Road, Storrs, Connecticut.** The conference will commence promptly at the time noted herein. There are limited short-term visitor parking spaces around the Purchasing Building. The North Parking Garage is recommended to all vendors as parking on campus is at your own risk.

A tour of the Storrs campus will begin immediately after the Pre-submission conference.

All respondents are expected to have examined the premises and project site prior to submitting their documentation. Failure to do so will not relieve the successful Service Provider from providing any product or performing any labor or services that may be required to carry out the intent of the contract.

#### 7.2 Request for Information (RFI's):

**Request for Information (RFI's) are due no later than 2:00PM on: Wednesday, January 6, 2016**

All Requests for Information ("RFI") must be received in writing no later than **2:00PM on Wednesday, January 6, 2016** and sent electronically to [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu). Include in the subject line: **RFI – DS102915-1**. All responses will be posted on our website where you obtained the RFQ. It is the Applicant's responsibility to retrieve the clarifications posted. No RFI's will be answered after the date and time specified. No RFI's will be answered verbally, no phone calls please.

#### 7.3 Informal Communications

From the date of receipt of this RFQ by each applicant, until a binding contractual agreement exists with the selected Firm or Firms and all other applicants have been notified or when the University rejects all RFQs, **informal communications regarding this procurement shall cease.** Informal communications shall include, but are not limited to:

- 7.3.1 Requests from the applicants to any department(s) at the University, for information, comments, speculation, etc.; and
- 7.3.2 Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

#### 7.4 **Formal Communications**

From the date of receipt of this RFQ by each applicant until a binding contractual agreement exists, as noted above, communications between the University and the applicants will be formal. Formal communications shall include but not be limited to oral presentations, if required.

Under no circumstances may any applicant or its representative contact any employee or representative of the University regarding the RFQ prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in the applicant being considered non-compliant and ineligible for award.

#### 7.5 **SUBMISSION FORMAT/RECEIPT OF SOQ**

SOQ's are due no later than 2:00PM on: **Friday, January 15, 2016**

**All SOQs must be submitted in a sealed envelope or box and labeled with the RFQ name and number. No responsibility will be attached to any person for the premature opening of any SOQ that is not properly identified.**

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

E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-directed to the appropriate address in time to be considered.

An **original; seven (7) hard copies and (1) electronic version (CD or flash drive)** of **STATEMENT OF QUALIFICATION must** be submitted in a sealed envelope/ box and **one (1) hard copy and (1) electronic version (CD/Flash Drive ) of PRICING WORKBOOK must** be submitted in a separate sealed envelope and sent to:

**Lisa Mieszkowicz  
Capital Projects and Contract Administration  
3 North Hillside Rd  
Storrs, CT 06269-6076  
Fax: (860) 486-1953**

**On or before 2:00 PM Eastern Time; Friday, January 15, 2016**

**The University expressly reserves the following rights:**

1. To reject any and all Applications and to waive any informalities, irregularities or technical defects in the Application if it is deemed to be in the best interest of the University.
2. To solicit, receive and/or utilize information from any persons or entities referenced or used as references, or from persons or entities having knowledge of the Applicant's experience, abilities, past performance, integrity, financial status or any other definitive characteristics.
3. The submission of an Application shall constitute an express authorization by the Applicant to the University to obtain all information it deems pertinent.

4. The University may request that any applicant clarify or supplement any information contained in the SOQ. Applicants are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by the University.

**7.6 UNIVERSITY POLICIES**

The contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, the Consultant shall comply with such new or modified policies or procedures upon written notice.

**7.7 TIMETABLE:**

The estimated time table for this RFQ is as follows:

|   |  |
|---|--|
| <b>Non-Mandatory Pre-Submission Meeting</b> | <b>Tuesday, December 22, 2015 @ 10:00 AM</b> |
| <b>Request for Information Due</b>          | <b>Wednesday, January 6, 2016 by 2:00PM</b>  |
| <b>Submission of SOQs Due</b>               | <b>Friday, January 15, 2016 by 2:00PM</b>    |
| <b>Firm Interviews</b>                      | <b>Monday, February 1, 2016</b>              |

This timetable is tentative and subject to change. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of this RFQ.

**7.8 NOTIFICATION**

All Applicants will be notified of the status of their Application. Successful firms will be issued a Letter of Intent to Award by the University.

**7.9 CONTRACT**

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

The University reserves the rights to make multiple awards as a result of this RFQ if it is deemed by the University to be in the best interest of the University.

The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University. Use of Subcontractors must be approved in writing by the University and said Subcontractors shall meet all of the requirements included herein.

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

## SECTION VIII

### 8.0 STANDARD TERMS AND CONDITIONS

**8.1 Attention to Terms and Conditions:** The terms and conditions included must be reviewed carefully to ensure full responsiveness to the bid. The final contract shall be, in form and substance, consistent with applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such agreements. The failure of any respondent to receive or examine any contract, document, form or addendum shall not relieve it of any obligations with respect to its bid or any executed contract. The submission of a bid shall be conclusive evidence of the bidders understanding of the University's intent to incorporate such terms and conditions into the final contract.

### 8.2 Modification Or Withdrawal Of Submissions Will Be Executed As Follows:

- 8.2.1 A submission shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 3.2.1 above and the respondent so agrees in submitting a proposal. This 90 day period may be extended by mutual agreement between the University and the Bidder.
- 8.2.2 Notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of submission as provided in the RFQ.
- 8.2.3 Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

### 8.3 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.

### 8.4 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.

### 8.5 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 6.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

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

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

## **8.6 Non-discrimination.**

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

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

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

Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

**8.7 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.

**8.8 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.

**8.9 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 below.

**8.10 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.

#### **8.11 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)

#### **8.12 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.

**8.13 Ethics and Compliance Hotline.**

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service (tel. 1—888-685-2637). Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to the 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, the Contractor is required to notify its employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.

**8.14 Large State Government Contract.** If the Contractor is a large State contractor, the 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.

**8.15 Non-appropriations of Funds:**

Notwithstanding any other provision of this RFQ or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to reestablish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

**8.16 Indemnification Requirements**

**8.16.1 Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the state of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFQ. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other personal subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term of provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

**8.16.2 Immunity from Liability:** Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from the contractor's activities involving third parties and arising from this contract.

**8.16.3 Choice of Law and Venue:** The terms and provisions of this RFQ and any contract (s) resulting from this RFQ shall be construed in accordance with the laws of the State of Connecticut.

**8.17 Contract Termination for Cause:**

**8.17.1** 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.

**8.17.2** 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.

**8.17.3** 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.

**8.17.4** 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.

**8.17.5** 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.

**8.18 Contract Termination for Convenience:**

**8.18.1** The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

**8.18.2** If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

**8.19 Responsibility of Those Performing the Work:**

**8.19.1** The firm shall be responsible for the acts and omissions of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.

**8.19.2** The firm shall at all times enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

**8.19.3** Incompetent or incorrigible employees shall be dismissed from the project by the firm when so determined by the University, and such persons shall be prohibited from returning to the project without the written consent of the University.

**8.20 Payment Terms:**

Payment Terms shall be 2% 15 days Net 45 days unless otherwise stated in the Form of Proposal.

**8.21 Quotations/Invoices:**

All quotations and invoices shall reference the appropriate contract number and purchase order number. Additional work requested on the Time & Materials portion of contract will require, contract number, purchase order number, hourly wage rate, subcontractors quote (if applicable) and list of materials with appropriate mark up.

**8.22 Remedies for Default:**

If the vendor fails to provide on call staff, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to 72 hours to correct the deficiency. If the vendor continues to be in default, Procurement Services Department will have the right to procure the required on call staff from another source and

charge the difference between the contracted price and the market price to the defaulting vendor.

**8.23 Parking Guidelines and Information:**

Parking Services Information  
University of Connecticut Parking & Transportation Services  
3 North Hillside Road, Unit 6199 Storrs, CT 06269-6199  
Phone: (860) 486-4930  
Fax: (860) 486-0191

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

**Visitor Parking**

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

**Load Zones**

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.  
<http://www.park.uconn.edu/Parking2.html>

**8.24 Federal, State and Local Taxes, Licenses and Permits:**

The successful respondent will comply with all laws and regulations on taxes, licenses and permits.

**8.25 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.

**8.26 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.

**8.27 Whistleblower Language:**

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.

## ATTACHMENTS

### STATE OF CONNECTICUT

### STATE ELECTIONS ENFORCEMENT COMMISSION

20 Trinity Street Hartford, Connecticut 06106—1628

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#### SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Ban**

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

#### **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--\$2000 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 \$2000 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 \$5000 in fines, or both.

#### **Contract Consequences**

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 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 "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.

## **VENDOR CODE OF CONDUCT:**

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

(<http://csr.uconn.edu>).

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

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

**Nondiscrimination.** It is expected that vendors will not discriminate in hiring, employment, salary, benefits, advancement, discipline, termination or retirement on the basis of race, color, religion, gender, nationality, ethnicity, alienage, age, disability or marital status, and will comply with all federal nondiscrimination laws and state nondiscrimination laws<sup>1</sup>, including Chapter

814c of the Connecticut General Statutes (Human Rights and Opportunities), as applicable, and further will provide equal employment opportunity irrespective of such characteristics, including complying, if applicable, with Federal Executive Order 1124b, and the Rehabilitation Act of 1973.

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

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

<sup>1</sup> *Wherever this code refers to compliance with federal or state laws, that term includes compliance with any regulations duly promulgated pursuant to such laws.*

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

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

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

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

**Environmental Compliance.** It is expected that vendors will comply with all applicable federal and state environmental laws and Executive Orders, including but not limited to Titles 22a and

25 of the Connecticut General Statutes (Environmental Protection and Water Resources

protection) and Executive Order 14 (concerning safe cleaning products and services). UConn expects vendors will employ environmentally responsible practices in the provision of their products and services.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**COVER SHEET**

\_\_\_ ORIGINAL \_\_\_ Copy 1 \_\_\_ Copy 2 \_\_\_ Copy 3 \_\_\_ Copy 4 \_\_\_ Copy 5 \_\_\_ Copy 6 \_\_\_ Copy 7  
\_\_\_ CD/Flash Drive Included

**RESPONSE TO THE REQUEST FOR QUALIFICATIONS  
FOR  
LANDSCAPING SERVICES  
RFQ # DS102915-1-1**

**RFQ Due Date: No Later than 2:00PM on Friday, January 15, 2016**

Name of the Firm Submitting: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Print Name of Authorized Agent Submitting as Point of Contact: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Point of Contact E-Mail Address and/or URL: \_\_\_\_\_

Applicant acknowledges it has reviewed and accepted the Contract for Consulting Services:

\_\_\_\_\_  
(Signature) (Date)

Firm \_\_\_ is / \_\_\_ is not an LLC:

\_\_\_\_\_  
(Signature) (Date)

If Firm is an LLC, required documentation is included under Tab 6:

\_\_\_\_\_  
(Signature) (Date)

## References

Proposals should include at a minimum of three (3), preferably five (5) institutions, of similar or the same size, where your organization provided Landscape Services of the type you are proposing for the University of Connecticut. One (1) of the references is to be of a Higher Education Facility. Please include name, e-mail address and telephone number of a contact person for each reference. **Reference checks will be performed with a phone interview. Please be sure that the contact information provided is current and the reference has been notified of this forthcoming conversation.**

Reference #1

|         |               |
|---------|---------------|
| _____   |               |
| Company |               |
| _____   | _____         |
| Contact | Telephone No. |
| _____   | _____         |
| Title   | Email         |

Reference #2

|         |               |
|---------|---------------|
| _____   |               |
| Company |               |
| _____   | _____         |
| Contact | Telephone No. |
| _____   | _____         |
| Title   | Email         |

Reference #3

|         |               |
|---------|---------------|
| _____   |               |
| Company |               |
| _____   | _____         |
| Contact | Telephone No. |
| _____   | _____         |
| Title   | Email         |

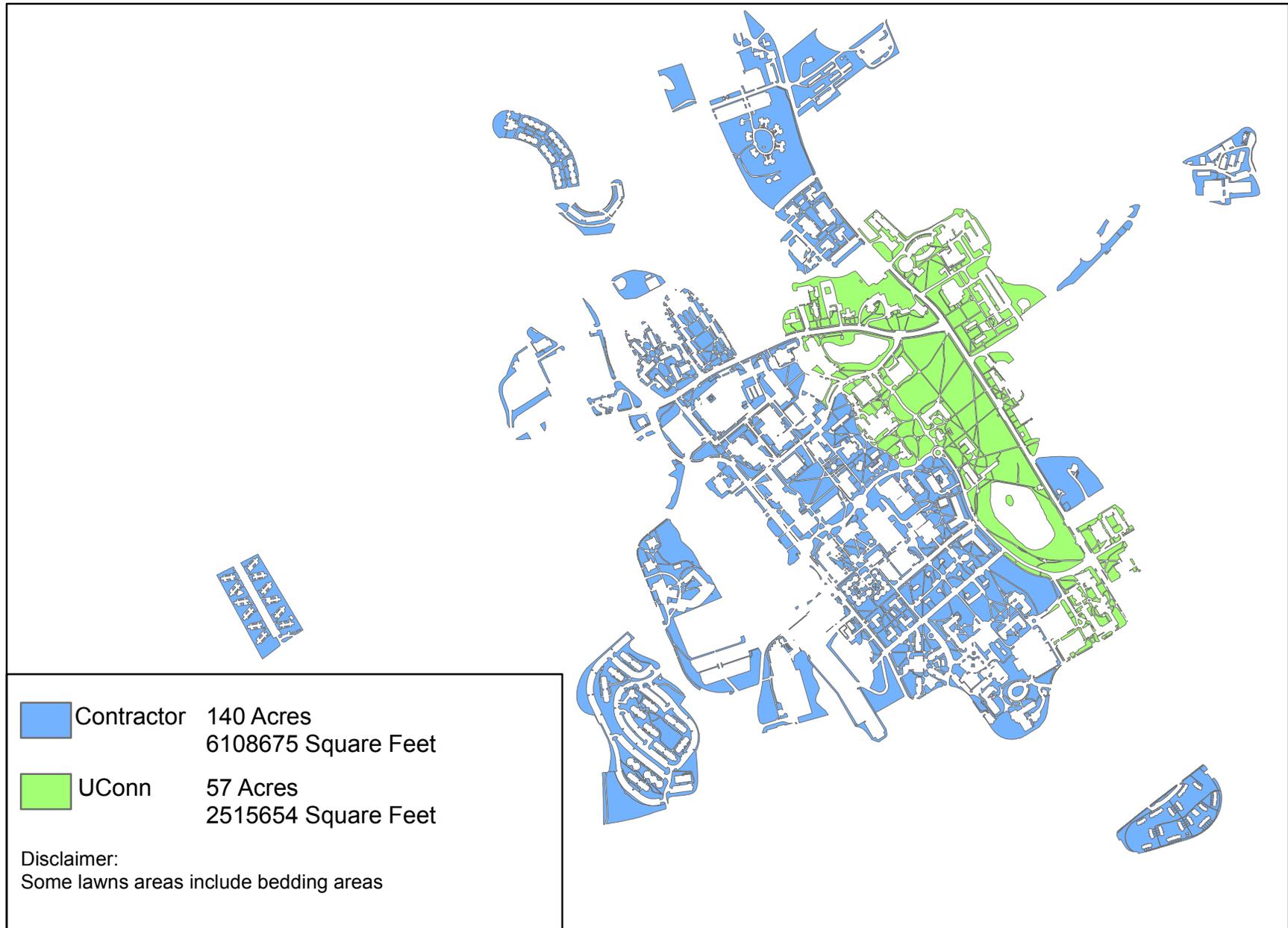
Reference #4

|         |               |
|---------|---------------|
| _____   |               |
| Company |               |
| _____   | _____         |
| Contact | Telephone No. |
| _____   | _____         |
| Title   | Email         |

Reference #5

|         |               |
|---------|---------------|
| _____   |               |
| Company |               |
| _____   | _____         |
| Contact | Telephone No. |
| _____   | _____         |
| Title   | Email         |

# Map #1: Spring Clean Up Lawn Areas



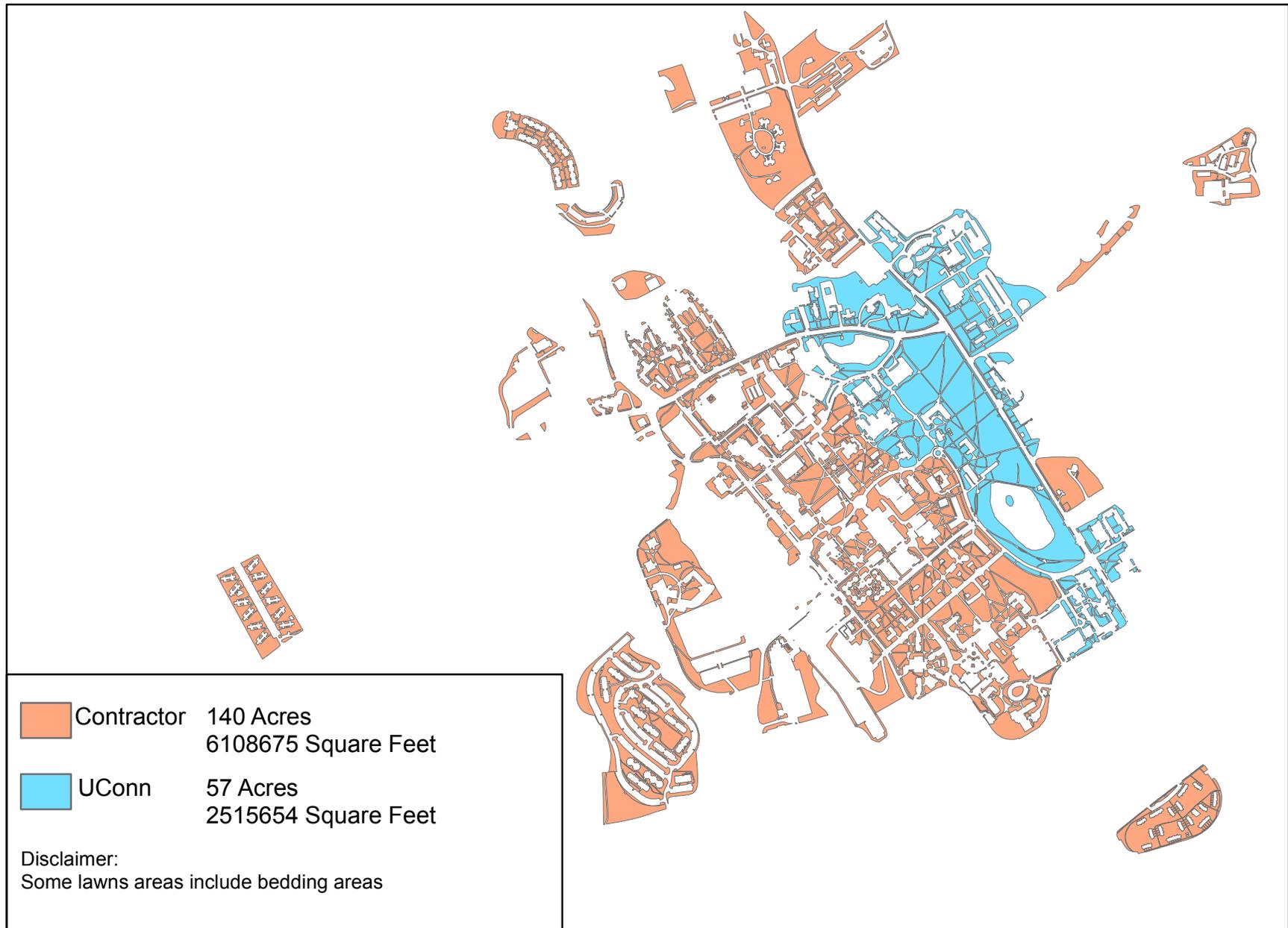
# Map #2: Spring Clean Up Planting Bed Areas



# Map #3: Mowing Area



# Map #4: Planting Bed Areas



# Map #5: Fall Clean Up Areas

