



**REQUEST FOR QUOTATION
DS020116-1**

HVAC & Plumbing Supplies Contract

Issue Date: March 8, 2016

**Bid Due Date: March 31, 2016
2:00 P.M. (EST)**

Issued By:

**Dennis Sienna
Purchasing Agent
Purchasing Department
3 Discovery Drive Unit 6076
Storrs, Connecticut 06269-6076
Phone: (860) 486-4950
Fax: (860) 486-5051
dennis.sienna@uconn.edu**

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PART I PROJECT OVERVIEW

The University of Connecticut Purchasing Department (hereinafter referred to as "University") in Storrs, Connecticut is seeking bids from experienced, qualified vendors to provide HVAC & Plumbing Supplies.

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

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

DEMOGRAPHICS

The University is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, the UConn School of Law in Hartford, the UConn School of Social Work in West Hartford, the Graduate Business Learning Center in Hartford, and the UCONN Health Center (UHC) in Farmington. In addition there are eight Cooperative Extension Offices located in Bethel, West Hartford, Torrington, Haddam, North Haven, Norwich, Vernon and Brooklyn. Services will be available to all campus locations.

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 Quotation.

**PART II
INTRODUCTION**

- 2.0** **Purpose:** The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified vendors to provide HVAC & Plumbing Supplies.
- 2.1** **Term of Contract:** The University is seeking an initial contract from 7-1-2016 to 6-30-2019 with the option to renew for one (1) additional three (3) year period or parts thereof. This option will only be exercised based upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to the contractor(s) in writing no later than thirty (30) days prior to the effective date.
- 2.2** **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.
- 2.3** **Estimated Timetable:** The following schedule will apply to this bid.
- | | |
|---------------------------|------------------|
| Release of RFQ | 3-8-2016 |
| Closing Date for Inquires | 3-16-2016 |
| Bid Due Date | 3-31-2016 2:00pm |
- 2.4** **Request for Information Procedure:** All questions must be directed in writing to Procurement Services, Attention Dennis Sienna @ **(860) 486-5051 (fax) or email dennis.sienna@uconn.edu**. Questions received verbally will not be answered. **No questions will be accepted after 2:00 p.m. on Wednesday, March 16, 2016.** All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued with Procurement Services prior to bid submission.
- 2.5** **Format:** Bids shall be presented in the exact format listed in section 2.7.2, this will assist in the award process and insure all documents required for bid compliance are included.
- 2.6** **Bid Submission:** An original and two (2) copies of the bid with an electronic copy (CD) or flash drive must be submitted in a sealed package to:

University of Connecticut
Procurement Services Department
Attention: Dennis Sienna
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076

Labeled: RFQ No. DS020116-1 "HVAC & Plumbing Supplies"

On or before 2:00 p.m. on 3-31-2016

Any bid received after the specified date and time will not be considered and will be marked "LATE BID" with documentation to that effect

- 2.6.1** Submission/Opening: All responses shall be date/time stamped upon receipt in the Procurement Services Department. No responsibility will be attached to any person for the premature opening of any package that is not properly identified. At the specified time stated in 2.6, all responses received shall be publicly opened.
- 2.6.2** Response Format: All bids must be submitted bound in 3 ring, loose leaf binders, no alternate binding methods shall be used. The required documents shall be separated by dividers and bound **in the sequence shown below**. Bids that do not substantially conform to this requirement, consequently altering the basis for bid comparison, may be disregarded and considered as unresponsive.

1- Brief cover letter

- 2- Form of Bid, completely filled out and signed, with all price sheets
- 3- Bidders Qualification Form, completely filled out and signed
- 4- Required Affidavits, Gift, Campaign, Consulting & Non-discrimination
- 5- CHRO, Contract Compliance Forms, completely filled out and signed
- 6- Insurance Certificates, must meet state requirements
- 7- Additional company information relating to qualifications

2.7 Basis of award: The University reserves the right to award by item, groups of items, total bid or to make a multiple award. The University further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in it's best interest.

2.8 Signature Authorization Documentation: Important Note: All documents contained or required herein must be signed only by a person duly authorized to bind the bidding entity. Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.

- A. If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- B. With the exception of an individual, signing in his/her individual capacity, ALL contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- C. Documentation must clearly state when and how such authorization was given.
- D. Documentation must state that the authorization is still in full force and effect.
- E. Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed.
- F. Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- G. Refer to "Guidance for Vendor Authorizations" at:

<http://www.purchasing.uconn.edu/corpres/corpres.html>

PART III REQUIREMENTS AND SUPPLEMENTAL TERMS AND CONDITIONS

3.0 Project Overview: The University of Connecticut (hereinafter referred to as the "University") in Storrs, Connecticut, is seeking proposals from qualified HVAC & Plumbing Suppliers with experience in providing a full range of HVAC & Plumbing products to institutions and/or firms with requirements similar to those of the University. The University reserves the right to award a single contract for all its requirements, or, multiple contracts based on product group. In addition, it is also an objective of this endeavor to provide the University's end-users with qualified, consistent and reliable customer services related to the selection, acquisition, installation and use of Plumbing Equipment and Supplies.

The University, as an agency of the State of Connecticut, is required to purchase and use environmentally preferable and energy saving products. In addition the University has adopted an Environmental Policy which may be found here:

<http://www.ecohusky.uconn.edu/policystate.html>

The University's main campus is located in Storrs, Connecticut. Contractors shall also be required to meet the needs of the University's regional campuses located at Avery Point, Hartford, West Hartford, Waterbury, Torrington and Stamford, the UConn School of law in Hartford, the UConn School of Social Work in West Hartford, the Graduate Business Learning Center in Hartford and the UConn Health Center (UCHC) in Farmington. In addition there are eight Cooperative Extensions Offices located in Bethel, West Hartford, Torrington, Haddam , North Haven, Vernon and Brooklyn Services will be available to all campus locations.

3.1 General Requirements: The University is seeking proposals from qualified and experienced vendors to provide a full line of HVAC & Plumbing supply products required in the maintenance of its various locations. The

successful Contractor must offer a complete product line, have access to most major manufacturers, have a substantial inventory and have an experienced and knowledgeable sales, technical and support staff to meet the requirements of the University. Contract pricing will be based on a percentage off the manufacturer's list price. No other pricing formats will be accepted.

3.2 Mandatory Minimum Service Requirements: As a result of this contract the University is to be designated as a "Preferred Customer" and the Contractor shall review the impact of this award on its staffing and business practices and take the necessary steps to ensure adequate coverage and contract compliance.

3.2.1 Contractor(s) must provide outside sales and technical representatives, on-site on a regular basis, who have an exceptional knowledge of the required products and who will provide, at a minimum, the following services:

3.2.1.1 Provide technical information regarding products for the end users.

3.2.1.2 Assist the Purchasing Department with resolving customer service problems.

3.2.1.3 Provide demonstrations and samples of products and supplies for the end user.

3.2.1.4 Provide needs assessment for individual departments.

3.2.1.5 Detail new products to the end user and integrate those items into the pricing structure of the Contract.

3.2.1.6 Amend the pricing structure to meet special University requirements, i.e., providing special pricing for unusually large orders and/or high volume items.

3.2.1.7 Provide training for University staff as well as in-service training as required by individual departments.

3.2.1.8 Devote as much time as is necessary to effectively meet the needs of the University as they relate to any contract resulting from this solicitation. The representative will be required to visit the campus regularly, at least one day per week.

3.2.1.9 Promote and market the use of this contract to all eligible contract users.

3.2.1.10 Be accessible 24 hours a day, seven days a week for emergencies.

3.2.1.11 Assist end-users in making cost effective or environmentally preferred purchases such as suggesting alternate products, new methods, or more economical order quantities.

3.2.1.12 At the request of an end-user, provide site visits on a mutually agreed date and time by a qualified consultant or sales representative in an effort to assist university in any product updates.

3.2.1.13 Provide repair services for product line. The University is requesting an hourly rate and subcontractor mark up. As indicated in the form of proposal.

3.2.1.14 All work shall be performed during normal working hours, except as otherwise directed or approved by the University representative. Normal working hours is defined to be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

3.2.1.15 There will be no shipping cost for items shipped back to the vendor requiring repairs or service against this contract. If the university representative requests special shipping (ie Overnight, Express etc) the vendor shall charge the University accordingly for freight charges.

3.2.2 Contractor(s) must provide a dedicated inside customer service representative, available via a toll-free number, for the University's account. The services are to be provided at a minimum.

3.2.2.1 Product research.

- 3.2.2.2 Order processing.
- 3.2.2.3 Manage and update computerized pricing.
- 3.2.2.4 Ensure that end-users will automatically receive contract pricing.
- 3.2.2.5 Handle all billing and credit issues.
- 3.2.2.6 Track shipments when required.
- 3.2.2.7 Support the sales representative on campus when required.
- 3.2.2.8 Handle all delivery issues, including expediting reports and delivery errors.
- 3.2.3 Vendor must have the ability to access account information in a timely fashion, including, but not limited to, usage history, usage by delivery address, order status, order entry, Material Safety Data Sheets, product specifications and various other sales analysis tools
- 3.2.4 Vendor must have the ability to cross-reference other suppliers' catalog numbers.
- 3.2.5 Vendor must have the ability to offer substitutes for discontinued products or stock outs.
- 3.2.6 Vendor must offer 24-hour delivery service for emergency purchases.
- 3.2.7 Vendor must offer in-house technical assistance.

3.3 Department of Labor Service Rates: The awarded Contractor will provide services that have mandated service rate requirements.

3.3.1 The wages paid on an hourly basis to any laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund as defined in Subsection (h) of Section 31-53 and 31-57F of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Contractor's Wage Certification Form.

3.3.2 Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, the bidder shall submit a certified payroll record, utilizing the form found at www.ctdol.state.ct.us. The certified payroll shall be submitted on a monthly basis with a Statement of compliance to the University.

3.3.3 Service Rate Price Increases: Prices shall remain fixed for the first term of the contract, **unless or until the CT DOL Standard Labor Rate is amended.**

3.3.3.1 When the University is notified of the increase a minimum of thirty (30) prior to effective date and,

3.3.3.2 When the vendor provides the University any and all documentation it may require to support the proposed price increase and,

3.3.4 Please note that it will be the successful contractor's responsibility to monitor wage rates issued by the Connecticut Department of Labor and ensure that non-supervisory employee's are paid the most current wage and benefit rate. Contact the Connecticut Department of Labor with questions. www.ctdol.state.ct.us .

3.3.5 Contractots are to propose all inclusive hourly rates which include but are not limited to: base salary, fringe and other benefits, insurance taxes miscellaneous personnel expenses, meals, travel, travel time, training, sickness ,medical, lost time, miscellaneous absences, general and corporate supervision and management expenses, overhead charges and expenses legal costs and accounting costs.

3.3.6 All inclusive rates are to be provided in the Form of proposal.

3.3.7 Contractors may only charge fees for actual services rendered to the University.

3.4 **Product Requirements:** The Contractor shall be required to furnish HVAC & Plumbing equipment, materials and supplies required to maintain, upgrade and repair University facilities

3.4.1 All items shall be new, for U.S. market, unused, of the latest model or design and of recent manufacture. Items shall be delivered in factory packaging with any additional packaging required to insure delivery free of damage. All manuals and warranty information shall be included.

3.4.2 Materials procured under this contract shall conform to all codes and regulations, and meet all requirements for the normal uses for which the item is intended.

3.4.3 Materials shall be manufactured in accordance with the best commercial practices and standards for this commodity.

3.4.4 Refurbished products are not allowed without prior approval by the end-user.

3.4.5 Product substitutions are not allowed without prior approval by University representative.

3.4.5 Energy Star Compliance: The State of Connecticut requires the purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories when available. If a product in a category for which ENERGY STAR® or certified products are available, Contractor shall inform end users of product options, informing which products meet the required standards.

3.4.6 Warranties: Unless otherwise specified, the Contractor shall unconditionally warrant all products as being free from defects and capable of performing when operated by the University within the parameters specified in the manufacturer's specifications. Contract purchases will carry the manufacturer's standard warranty following receipt and acceptance of the materials or equipment by the end-user. In the event of conflict between contract terms and conditions and warranty submitted, to afford the University maximum benefit, the contract terms and conditions shall prevail.

3.5 **Order Fulfillment/Delivery Requirements:** Order Fulfillment Requirements: The Contractor will make every effort to ensure the expeditious delivery of all orders. Failure to fulfill quoted delivery schedules may subject the Contractor to non-delivery assessment charges and/or liquidated damages as appropriate. Furthermore, a pattern of prolonged delivery delays may be cause for contract termination.

3.5.1 If the end-user indicates an immediate need for an "emergency" order for product that is in stock, the Contractor will make the order a priority and make every effort to have the order delivered the same or next business day.

3.5.2 Standard products shall be delivered within three (3) business days. Non-standard or custom product orders shall be delivered within ten (10) business days; if delivery is not possible because of specialized materials or product specifications the Contractor shall provide a mutually acceptable firm delivery date.

3.5.3 Unless special delivery requirements have been pre-arranged, deliveries will be made during the normal work hours (Monday through Friday from 7:30AM to 3:00PM). The contractor is responsible for coordinating with customers and carrier(s) the delivery schedule, shipping instructions and location delivery details. The University reserves the right to refuse shipment when delivered after normal working hours.

3.5.5 If it is determined that order fulfillment could potentially exceed the typical order fulfillment lead time, the Contractor shall advise the end-user within 24 hours of receipt of the order. In such cases, the University reserves the right to purchase elsewhere (without being liable for cancellation/restocking fees) should the anticipated delivery lead-time adversely affect project scheduling.

3.5.6 Deliveries are to be off-loaded at end-users receiving dock or designated job site.

- 3.5.7** Product damaged prior to delivery, or, as a result of contractor negligence will either be replaced (and expedited at Contractor's expense) or, if the end-user prefers, be noted on the receiving report and deducted from final payment.
- 3.5.8** Contractor is responsible for all shipping costs and arranging for pick-up of any defective returns, and arranging for a Call Tag to insure freight is charged to Contractor for defective returns, within ten (10) business days.
- 3.5.9** End-users may return unopened or unused (non-specialty) items within ten (10) business days of receipt for full credit and no re-stocking/cancellation fees will be applied.
- 3.5.10** Should an order include a specialty item(s), the Contractor's or manufacturer's restocking fees concerning the specialty item(s) shall be communicated and approved by the end-user upon Contractor's receipt of the order.
- 3.5.11** All costs for containers shall be borne by the Contractor. All packaging shall conform to applicable federal, state and local requirements for the product.
- 3.5.12** The Contractor is responsible to verify all delivery conditions/requirements prior to the delivery.
- 3.5.13** Central Stores orders for supplies will require delivery to the Central Stores warehouse. Deliveries to the warehouse require notification to Shipping and Receiving 24 hours in advance at (860) 486-6297.
- 3.5.14** Delivery to end-users shall be made in strict accordance with the instructions provided with each request direct to the ordering department premises as indicated.
- 3.5.15** Due to limited access to many of the buildings on the Storrs campus, deliveries to be made directly to departments must be made using a straight-bodied truck. The vendor will be responsible for ascertaining any additional restrictions for inside deliveries to departments.
- 3.5.16** The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice.
- 3.5.17** The vendor shall indicate the method of delivery of goods to the University (e.g., common carrier, fleet, etc.) All deliveries must utilize roadways as opposed to sidewalks and lawns.
- 3.5.18** Delivery Requirements: It is preferable that deliveries be made utilizing straight bodied trucks. Driving on sidewalks, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, drivers must employ adequate care so as to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University.

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

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

- 3.5.19** Delivery Routes and Coordination - It is the Contractor's responsibility to measure all access routes to intended delivery areas, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries, and be responsible for coordinating delivery with the appropriate person(s).
- 3.5.20** Charges – All materials are to be charged FOB Destination. No additional charges will be allowed, ie: fuel surcharges.

3.5.21 The Contractor shall provide a customer service representative who will be responsible for resolving contract performance issues (examples might include but are not limited to order fulfillment delays, receipt of damaged goods, product returns, etc.) If the customer service representative is unable to resolve the problem within two business days of the inquiry, the customer service representative is to send an electronic notification to the end-user that documents the problem as well as a plan for resolution.

3.5.22 The Contractor will be required to accept return of only those items which were purchased during the contract term throughout the term and up to sixty (60) days after the end of the contract provided they are in salable condition and have the proper numbers referenced.

3.6 **Proposal Pricing/Market Baskets:** Considering the value of the contract resulting from this RFQ, it is the University's expectation that the discounted pricing structure submitted in the proposal will be the best possible offer the bidder can provide. The Contractor shall provide information relating to commodity pricing forecasts, manufacturers' notification of upcoming price adjustments and other relevant information which could be used to aid contract users in making more cost effective and timely purchasing decisions.

3.6.1 The Contractor shall provide price verification to contract users upon request. Price verification will include manufacturer name, catalog number/and or UPC number, MSRP Price and contract price (net price after discount).

3.6.2 The offered discount structure shall remain firm for the term of the contract. Price changes from the manufacturer will be passed on to the university. There will be no allowance for price increases on orders already placed with the contractor.

3.6.3 All items purchased against this contract shall be FOB destination with cost of freight included.

3.6.4 The University reserves the right to purchase equipment and supplies of equal quantity and quality from alternate, non-contract suppliers if it is in its best interest to do so. End-users will provide evidence to the Purchasing Department that the pricing, including delivery, is less costly for identical products than the price quoted by the Contractor. The following conditions will apply:

3.6.4.1 If a non-contract supplier's pricing is less, the Contractor shall be given the opportunity meet the non-contracted vendor's delivered price. If the Contractor cannot meet the price, then the University may purchase the item(s) from the non-contracted supplier. Documentation will be retained with the procurement file to the non-contracted vendor.

3.6.4.2 If lower pricing can be identified on a consistent basis, the University reserves the right to renegotiate the pricing structure of this contract. In the event such negotiations fail, the University reserves the right to delete such item(s) from the contract.

3.6.5 During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or more beneficial discount structures, the Contractor shall immediately amend the contract to provide similar pricing to the University if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing.

3.6.5.1 The Contractor shall immediately notify the Purchasing Department of any such contracts entered into by the Contractor.

3.6.5.2 If the Contractor fails to notify the Purchasing Department and evidence is discovered that the Contractor is providing better pricing to other customers, the University reserves the right to terminate the contract.

3.6.6 Additional Manufacturers or Items: During the term of this contract, at the request of the University and with mutual agreement from the Contractor, the University may add manufacturers, product lines or individual items to this contract.

3.6.6.1 These additions will only be allowed provided the Contractor maintains the same pricing structure/profit margin as was established on the original pricing structure for similar items. These additional products may or may not significantly impact the volume or scope of the contract.

- 3.7 E-Procurement Requirements** – The University has implemented an internet-based ordering system provided by SciQuest Inc. Information relating to SciQuest can be found here: www.sciquest.com
- 3.7.1** Awarded Vendor(s) will be required to accept orders from the University electronically through this system via fax.
- 3.7.2** Vendors may have the opportunity to participate in the university's internet-based ordering system Husky Buy provided by SciQuest. If and when requested, the Vendor(s) will provide the University and/or SciQuest with functional data files that include specific formats for product and pricing information. These functional data files will then be loaded into a catalog on this system for ordering purposes.
- 3.7.3** Detailed information on data file requirements will be provided to the Vendor.
- 3.7.4** During the term of the contract, data file updates (price changes, product changes) must be provided in the format specified.
- 3.8 Reporting and Records Requirements:** Ongoing customer usage reports will be an important factor in the decision to extend or renew the resulting contract. Therefore, the Contractor agrees to provide the following reports to the University upon request in a timely manner.
- 3.8.1** A Sales and Savings Report shall be submitted in a format acceptable to the University. Total purchases with retail value and actual cost detail will be provided to determine contract savings on an annual basis.
- 3.8.2** A Potential Bulk Purchase Report shall be submitted in a format acceptable to the University. All items repeatedly procured, and, where volume buying may provide a distinct cost saving advantage, shall be reported to the University on a semi-annual basis.
- 3.8.3** An EPP (Environmental Preferable Products) Report shall be submitted in a format acceptable to the University. All items which have an energy star rating and/or other energy saving properties shall be reported to the University upon request. To the extent possible the percentage of energy savings over more traditional items shall be included.
- 3.8.4** The Contract shall document the level of utilization of minority and women owned suppliers (MWBE's) used in the execution of this contract as well as any efforts the contractor makes to increase the participation of MWBE's.
- 3.8.5** The contractor shall maintain, for at least three years following completion of this contract, all relevant records pertaining to this contract. This shall include, but not be limited to, all records pertaining to actual contract performance from the date of contract award.

**PART IV
FORM OF BID
DS020116-1**

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

The undersigned respondent, in response to your Request for Quotation for the above contract, having examined the bid documents and being familiar with the conditions surrounding the proposed contract, including the availability of labor and supplies, hereby propose to provide items/services in accordance with these documents and submit for your consideration the mark-up and prices as shown on attached Form of Bid.

The following documents must be included in your response:

- ___ Form of Bid, completely filled out and signed
- ___ Bidders Qualification Form, completely filled out and signed
- ___ Required Affidavits, Gift, Campaign, Consulting, Non-discrimination
- ___ CHRO, Contract Compliance Forms, completely filled out and signed
- ___ Insurance Certificates, must meet state requirements
- ___ Contractor's License, Connecticut
- ___ Evidence of Qualifications

We hereby acknowledge receipt of the following addenda, which are made a part of the bid documents:

Addendum: 1 Dated _____ 2 Dated _____ 3 Dated _____

Pricing will be based on a percentage off the manufacturer's suggested retail price (MSRP).

Plumbing Market Basket

% Discount off MSRP – Add Additional Manufacturers on Blank Lines

| General Discount For All Product Lines Not Listed Below | | % Disc from List Column _____ % | |
|---|------------|--------------------------------------|------------|
| Manufacturer / Line | % off MSRP | Manufacturer / Line | % off MSRP |
| American Standard, Fixtures (toilet, sink, etc) | | American Standard, Faucets | |
| American Standard, Repair Parts | | Apollo, Valves (ball, gate, etc) | |
| Armstrong, Pumps | | Asco, Valves | |
| Bell & Gossett, Pumps | | Bell & Gossett, Repair Parts | |
| Brasscraft, Pressure Valves | | Crane, Fixtures (toilet, sink, etc) | |
| Crane, Repair Parts | | Crane, Valves | |
| Cuno, Filters | | Eldger, Fountains | |
| Elkay, Fountains | | Gerber, Fixtures (toilet, sink, etc) | |
| Gerber, Faucets, etc. | | Gestra, Steam Traps | |
| Gestra, Valves | | Gestra, Repair Parts | |
| Gould, Pumps | | Grundfos, Pumps | |
| Ideal, Hose Clamps | | Halsley Taylor, Fountains | |
| Kohler, Fixtures (toilet, sink, etc) | | Kohler, Faucets | |
| Kohler, Repair Parts | | Liberty, Sump Pumps | |
| Little Giant, Sump Pumps | | Milwaukee, Plumbing Tools | |
| Morton, Softener Products | | Nibco, Fittings, Brass | |
| Nibco, Fittings, Copper | | Nibco, Fittings, Iron | |
| Nibco, Valves (ball, gate, etc) | | Powers, Valves | |
| Rigid, Plumbing Tools and Equipment | | Sloan, Repair Parts | |
| Sloan, Valves | | Spartan, Plumbing Tools | |
| Spence, Regulators | | Spirax/Sarco, Steam Traps | |
| Sterling, Radiator Traps | | Symmons, Shower Heads | |
| T & S, Faucets | | Taco, Pumps | |
| Toto, Valves | | Toto, Repair Parts | |

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|-----------------------------|--|--|--|--|--|
| Robur | | | | | |
| Sanyo | | | | | |
| Sporlan | | | | | |
| Taco | | | | | |
| Tecumseh | | | | | |
| Trane | | | | | |
| York | | | | | |
| Belimo | | | | | |
| Erie | | | | | |
| Danfoss | | | | | |
| Grundfoss | | | | | |
| Dunham Bush | | | | | |
| Supco | | | | | |
| Emerson | | | | | |
| Watt | | | | | |
| Daikin | | | | | |
| U.S. Seal | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Additional Manufacturers | | | | | |

HVAC/Plumbing Repair/Service charge

| | Reg. Time (Mon-Fri 8 am to 5 pm) | Weekend | Holiday | OT |
|---|---|--------------------|--------------------|--------------------|
| Skilled Technician Hourly Rate | \$ per hour | \$ per hour | \$ per hour | \$ per hour |

Sub-contracted labor at actual invoice plus 5%
(If Applicable)

Payment Terms shall be 2% 15 days / Net 45 days unless noted here; _____

Submitted by: FIRM: _____
 BY: _____
 TITLE: _____
 DATE: _____

PART V
STANDARD TERMS AND CONDITIONS

- 5.0 Contract Document:** A draft of the contract is attached. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered. The University reserves the right to make multiple awards as a result of this RFQ if it is deemed by the University to be in the best interest of the University.
- 5.1 Termination for Cause:** The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) calendar days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) calendar days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) calendar days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
 - (f) The University may terminate any contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.
- 5.2 Termination for Convenience.**
- (a) The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor ten (10) calendar days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 5.3 Contract Modification:** Any change to the contract must be agreed upon, in writing, by both parties prior to executing any change.
- 5.3.1 Severability:** The parties understand and agree that if a court holds any part, term or provision of this RFQ and resulting agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and parties' right and obligations shall be construed and enforced as if the RFQ or agreement did not contain the particular invalid provision.
- 5.4 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University. Use of Subcontractors must be approved in writing by the University and said Subcontractors shall meet all of the requirements included herein.
- 5.4.1 Acts of Subcontractors:** The Contractor shall be responsible for all acts and performances of any subcontractor or secondary supplier that the bidder may engage for the completion of any contract with the University. The Contractor shall be responsible for payment to all subcontractors or secondary suppliers.
- 5.5 Bid Status and Submission Information:**
- 5.5.1 Bid Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based on the offer which, in the opinion of the University, best meets the requirements of this bid and is deemed to be in the best interest of the University. Non-acceptance of a bid means that another bid was deemed more advantageous to the University or that all bids were rejected.

- 5.5.2** Effective Period of Bids: Any bids submitted must remain in effect for a minimum period of ninety (90) calendar days after the closing date to allow time for approval and award of the contract.
- 5.5.3** Minor Defects: If the University determines that a particular requirement may be modified or waived and still allow the University to meet the intent of this bid, the requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.
- 5.5.4** Withdrawal or Modification of Bids: A bid shall not be modified, withdrawn or canceled by the bidder for a period of ninety (90) calendar days following the date and time assigned for the receipt of bids. Prior to that time, bid submitted early shall be modified or withdrawn only by written notice to the University. Such written notice shall be delivered in the same manner as the response.
- 5.5.5** Tax Exemptions: The University is exempt from Federal Excise taxes and State and Local Sales and Use Taxes, no payment will be made for any taxes levied on the contractor's employees' wages.

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

5.6.1 Hold Harmless: The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the University may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this Bid. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The actions of any contractor with third parties are not binding upon the University

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

5.7 **Executive Orders.**

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

5.8 **Ethical Considerations:** The University of Connecticut, as a public institution, is bound by legislated and mandated procurement guidelines to protect the public interest. Recent additions to these guidelines require that the majority of contracts in excess of \$50,000.00 be supported by Affidavits regarding; Consulting Agreements, Gifts to State Employees, Agency Certification and Campaign Contributions. In addition contracts in excess of \$500,000.00 must also be supported by an Affidavit regarding Evidence of Receipt of the Summary of State Ethics Guidelines. Information regarding these requirements can be found at the following web site:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

All attached forms are required and must be filled out, notarized and included with your response.

5.9 **Whistle Blower Protection:** In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns can report such matters anonymously. Such

persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. In addition you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

- 5.10 **Federal, State and Local Licenses, Permits and Taxes:** The successful Contractor will comply with all laws and regulations regarding licenses, permits and taxes. Contractor shall keep fully informed of and shall faithfully observe all laws, national and state and local, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of contractor's and subcontractors employees.
- 5.11 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of the University's rights under any resulting contract.
- 5.12 **Warranty:** The bidder warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements. Services which do not meet the University's standards will be performed again until standards are met.
- 5.13 **Representations:** Each firm, by submitting a bid, represents that it: Has read and completely understands the bid document and is totally familiar with the conditions under which goods and services are to be provided including availability and cost of labor and materials.
- 5.14 **Repairs to Property Damage:** Facilities damaged during service by the Contractor, the Contractor's agents or employees, shall be repaired and left in good condition (as found). All repairs shall be accomplished at no cost to the University.
- 5.15 **Insurance:** The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:

- a. Workers' Compensation: Statutory limits
- b. Employers' Liability:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by illness: \$100,000 each employee
 - \$500,000 policy limit

2. Commercial General Liability:

- Combined single limit: \$1,000,000 each occurrence
\$2,000,000 annual aggregate

3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):

- Combined single limit: \$1,000,000 each occurrence

4. Umbrella Liability:

- \$2,000,000 each occurrence
following form

5. Professional Services Liability Insurance: (If applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under Section 3.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

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

- 5.16 Advertising:** By submitting a bid, the bidder agrees that unless specifically authorized in writing by the University on a case by case basis, that it shall not use the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of the contractor's product or services.
- 5.17 Joint Venture:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.
- 5.18 Responsibility for Those Performing the Work:** The Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under this contract. The Vendor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned. The Contractor, when so determined by the University shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.
- 5.19 Quotations/Invoices/Acknowledgments/Packing Slips:** Each of these documents must be itemized and show appropriate purchase order number and the contract number. All documents must be itemized and show the appropriate contractual university discount.
- 5.19.1 Repair services quotations:** Contractor(s) shall provide pricing/quotations with adequate detail, labor/supervisor rates, list of subcontractors (if applicable), services performed, parts and materials provided with appropriate mark up on a "time & material" basis. Quotations will be provided at no cost to the University.
- 5.20 Non-Appropriation of Funds:** Notwithstanding any other provision of this bid or any ensuing contract, if funds required for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting this lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the vendor whose contract was terminated under the same provisions, terms and conditions of the original contract.
- 5.21 Remedies upon Default:** In any case where the bidder has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure". If after the notice the bidder continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting bidder.
- 5.21.1** Collection for Default: The attorney general shall be requested to make collection from any defaulting bidder pursuant to the proceeding paragraph.
- 5.22 Qualification of Vendors:** Bids will only be considered from bidders with a demonstrated history of experience in successfully providing goods and services to Institutions of higher education or other large customers/contracts whose requirements are similar in size and scope to those of the University. Bidders should include with their response information that will demonstrate their overall ability to perform services as detailed within this document.
- 5.22.1** The bidder shall have the proper experience to provide good and services as listed within the bid. The successful bidder must have provided services of this type for a minimum of five years. Bidders should document their compliance to this requirement within their bid.

5.22.2 The University will reject the bid of any vendor and void any contract resulting from this solicitation to any bidder who makes any material misrepresentation in their bid.

5.23 **Use of Premises:** Contractor shall assume responsibility for the protection and safekeeping of their property stored on the site. Contractor shall be strictly limited in access to those portions of the University directly required for the performance of the contract.

5.24 **Payment Terms:** Terms shall be 2% 15 days Net 45 days; any exception shall be so noted by the vendor on the Form of Bid.

5.25 **References:** The bidder shall include the minimum of three (3) references, where they have provided similar contracts of this size and scope. These references shall include the Institution/Firm name, contact person responsible for the project, telephone number, and accurate email address. References shall be provided on the Bidders Qualification Form furnished with the bid documents.

5.26 **Waste Materials:** The contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.

5.27 **Disputes:** Disputes between the contractor and the University which cannot be resolved at the departmental level shall be referred to the University Purchasing Department for mediation.

5.28 **Non-discrimination**

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with

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

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

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

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

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

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

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with

Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

5.29 Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.

5.30 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.

PART VI
BIDDER'S QUALIFICATION STATEMENT

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

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

Name _____.

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

Years? _____.

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

1. _____ 2. _____ 3. _____

6.4 What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____ Years? _____

6.5 This firm is a: Corporation Partnership Sole Proprietorship Joint Venture Other

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

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

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

6.7 Provide References. Include three (3) institutions (educational if possible), where your organization is currently providing services of the type you are proposing. Please include name, title, telephone number and accurate Email address of a contact person at each institution.

Reference #1 _____
 Company _____
 Contact _____ Telephone No. _____
 Email _____

Reference #2 _____
 Company _____
 Contact _____ Telephone No. _____
 Email _____

Reference #3 _____

Company _____
Contact _____ Telephone No. _____
Email _____

Reference #4

Company _____
Contact _____ Telephone No. _____
Email _____

Reference #5

Company _____
Contact _____ Telephone No. _____
Email _____

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 2016

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____
Provide 800 Telephone and Fax numbers, if available

Signature _____

(Print Name) _____

**PART VII
REQUIRED AFFIDAVITS**

7.0 **Required Affidavits:** The attached documents must be completed, signed and notarized to have your response considered compliant.

7.1 Gift, Campaign, Consulting and Non-discrimination affidavits are required in all responses.

MEMORANDUM

TO: All potential contractors

FROM: University of Connecticut Purchasing Department

In the continued quest for open, fair and transparent government and contracting, Governor Rell has issued Executive order 7C which mandates that all State Agencies obtain affidavits regarding the use of Consulting Contracts and giving of Gifts to State Employees/Public Officials by those entities conducting business with the State. This information is required from any supplier providing goods or services to the State with a total value of more than fifty thousand dollars (\$50,000) in a calendar or fiscal year. This directive applies to any new or renewed agreement. Executive Order 7C is shown below with a link to additional information relating to the various forms and when they are required.

Executive Order 7C

This Agreement is subject to Executive Order No. 7B of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Agreement, as part of the consideration hereof, agree that:

(a.) The State Contracting Standards Board (the "Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

(2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat § 4-252 shall not be affected by this section.

<http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>

To comply with Governor Rell's directive and facilitate an expeditious response, attached please find affidavits that must be submitted to the University of Connecticut Purchasing Department before a contract and/or purchase order may be entered into. We look forward to receiving your prompt reply.

EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

E. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

| | |
|---|---|
| <p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p> | <p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> |
|---|---|

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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

PART V - Bidder Hiring and Recruitment Practices

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

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

| | | | |
|-------------|---------|--------|-------------|
| (Signature) | (Title) | (Date) | (Telephone) |
|-------------|---------|--------|-------------|



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of _____ and that _____
Name of Entity Name of Entity

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

 Authorized Signatory

 Printed Name

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

**Commissioner of the Superior Court/
 Notary Public**

Commission Expiration Date



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
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Lawful Campaign Contributions to Candidates for the General Assembly:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT

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

Respondent Name: _____

INSTRUCTIONS:

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

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

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

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

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

CODE OF CONDUCT FOR UNIVERSITY OF CONNECTICUT VENDORS

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

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

Principal Expectations

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

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

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

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

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

any regulations duly promulgated pursuant to such laws.

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

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

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

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

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

Preferential Standards

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

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

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

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

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

Compliance Procedures

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

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

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

Name of Company

Signature of Authorized Company Official

Date

STATE OF CONNECTICUT

THE UNIVERSITY OF CONNECTICUT



SERVICE AGREEMENT
HVAC & Plumbing Supplies
No. DS020116-1

This agreement (hereinafter referred to as the "Agreement" or the "Contract") by and between the **University of Connecticut** (the "University") acting herein by its Executive Vice President for Administration and Chief Financial Officer under Sections 4a-52a and 10a-151b, et seq. of the Connecticut General Statutes, and _____, a _____ having an office located at _____ (the "Contractor").

WITNESSETH

WHEREAS, the University desires to engage a contractor to perform certain services in and around certain of its facilities at certain of its locations; and

WHEREAS, the University has selected the Contractor under the University's procurement procedures for the award of the Contract for such services; and

WHEREAS, the Contractor and the University wish to enter into this Agreement for the purposes of memorializing all of the terms and conditions pursuant to which the Contractor will provide such services to the University.

NOW THEREFORE, for valuable consideration and the mutual promises herein set forth, the University and the Contractor hereby agree as follows:

I. DEFINITIONS

"Agreement" shall mean this Service Agreement, and all Exhibits hereto and the Request for Quotations (numbered DS020116-1 and dated February 1, 2016) (the "RFQ") which is incorporated herein by reference.

"Claims" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

"Contractor Property" shall mean the equipment, tools and materials brought onto University property by or on behalf of the Contractor for the purposes of performing the Services but which shall remain the property of the Contractor and removed when the Service for which they are to be used is complete.

“Contractor’s Representative” shall mean that person identified as Contractor’s Representative in Article X, Section B.

“Effective Date” shall mean the date that this Agreement is executed by the Executive Vice President for Administration and Chief Financial Officer for the University or the Associate Attorney General, if applicable, whichever is later.

“Initial Term” is defined in Article II, Section A.

“Laws” shall mean all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Services, location of the Services or the Agreement, including without limitation Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam; all applicable National Fire Protection Association (NFPA) Codes (such as NFPA 72, 72H, 80, 90A and/or any other ones that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes (CFSC) and Connecticut Fire Prevention Code, latest revisions, latest revision, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code, latest revisions accepted by Connecticut State Building Code; Joint Commission on Accreditation of Healthcare Organizations, if applicable; Manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL) and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other industry standards. **If any of these codes/requirements change and have an impact on this Agreement, such changes shall apply to this Agreement upon the effective date of such change.**

“Records” shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performance of this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

“Extension Option” is defined in Article II, Section B.

“Extension Term” is defined in Article II, Section B.

“Services” shall mean all of the services to be provided by the Contractor under this Contract and all other obligations of the Contractor under this Agreement all as described in **Exhibit A** to this Agreement.

“Service Locations” shall mean those locations set forth on Exhibit B.

“Term” shall mean the Initial Term and any and all Extension Terms.

“University and its Representatives” shall mean the University and its officers, representatives, agents, employees, and their respective successors, heirs, executors and assigns.

“University’s Representative” shall mean the person identified in Article X, Section A.

II. TERM OF AGREEMENT

A. Initial Term

The term of this Agreement shall commence on July 1, 2016 and shall continue until and including June 30, 2019 (the “Initial Term”) unless sooner terminated in accordance with this Agreement.

B. Extension

The University shall have the option to extend this Agreement (an "Extension Option") for one (1) additional three (3) year period or parts thereof (an "Extension Term") upon the same terms and conditions contained herein. To exercise an Extension Option the University shall provide written notice to the Contactor's Representative no later than thirty (30) days before the end of the Initial Term. The University shall exercise an Extension Option at its sole discretion. Said extension may be effectuated by written notice from the University to the Contractor or, at the University's discretion, by written amendment to this Service Agreement executed by the University and the Contractor. If the University declines to exercise an Extension Option, this Agreement shall terminate effective on the expiration of the Initial Term or current Extension Term, as applicable.

C. Amendment Terms

Revisions to this Agreement, excluding extensions, may only be made by written amendment executed by both parties and, if required, approved by the Office of the Attorney General, prior to the end date of this Agreement.

III. SCOPE OF SERVICES AND QUALITY OF PROCESS

A. Scope of Services

1. *Services:* Throughout the Term of this Agreement, the Contractor shall provide the Services in the Service Locations, all in accordance with the terms and conditions of this Agreement.

2. *Inclusions:* Except as otherwise expressly set forth herein, the Contractor shall provide, all labor (including any required training, licensing and certification), supervision, equipment, tools, parts, materials, and supplies, which are required to perform the Services under this Agreement. Details of service not explicitly stated in this Agreement, but necessarily attendant thereto, are acknowledged by the Contractor to be included as a part of Services to be performed by the Contractor under this Agreement.

B. Quality of Process: The Services shall be performed in a good and workmanlike manner and in compliance with this Agreement, all Laws, the rules, policies and procedures of the University, and all codes standards and specifications as may be applicable to the Services including, without limitation, those set forth below:

(a) *Occupational Safety and Health Administration (OSHA).*

(b) *University's Construction, Service and Maintenance Contractors' Manual.*

Contractor shall perform all Services in a safe manner and in compliance with all University policies and the provisions of the University's "Construction, Service and Maintenance Contractors Manual". The referenced manual can be found here: http://ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

(c) *CHRO:* As applicable, the laws and regulations enforced by the Commission on Human Rights and Opportunity and the Equal Employment Opportunity Commission.

(d) *University Standards and Requirements:* The standards set by the University through the University's Representative for the Services, now existing and as may be communicated from time to time by the University's Representative to the Contractor.

C. Cooperation with Others

The University may, in its sole discretion, engage or employ the services of others to perform work that may or may not be related to the Services. In the performance of the Services, Contractor shall afford its full cooperation and coordinate its work with the work of these other contractors as may be required.

D. Delivery and Use of Vehicles on University Property:

It is preferable that deliveries be made with straight bodied trucks. Driving on sidewalks located on University property, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, Contractor's drivers will employ adequate care so as to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff of the University, as well as the aesthetic beauty of the University the driving speeds on campus shall be kept under 25 miles per hour, pedestrians shall be given the right of way at all times and all traffic signs, lights and/or other indicators, including parking signs, shall to be strictly obeyed. The Contractor shall be responsible to measure all access routes to intended delivery areas, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries and for coordinating the delivery with the appropriate University representative.

IV. TIMING OF SERVICES

A. University Notification/Response Time

1. *Coordination of Service:* The Contractor shall coordinate the scheduling of all Services with the University's Representative.

2. *Timing of Service:* The Services shall be performed when and as provided in Exhibit A. Except as otherwise specified below, in Exhibit A, or as otherwise requested by the University; the Services shall be performed Monday through Friday (excluding State Holidays) between the hours of 8:00am and 5:00pm EST. Upon the University's request, the Contractor will, without any entitlement to any increase in compensation for Services as described in this Agreement, perform Services outside these hours and on Saturdays and Sundays in order to avoid disruption in the University's operations.

B. Call Center and Response Time

The Contractor shall continuously maintain a telephone number (preferably toll free but not required) for the University where University personnel are able to speak directly to a live person or are able to leave a voice message. The Contractor shall respond to such calls/voice mail messages as specified in Exhibit A.

C. University's Right to Substitute Performance

The University shall have the right, in its sole discretion, at any time and for any reason, to engage another contractor to perform any part of the Services under this Agreement.

D. Performance of Services

The Contractor shall be responsible for the completion of the Services when and as required by the terms and conditions of this Agreement. For those Services that are required to be performed on a particular schedule that have not been scheduled with the University Representative, the Contractor shall provide at least forty-eight (48) hours prior notice to the University Representative prior to performing such Services.

The University has the option to instruct the Contractor not to perform any Service which would be required under this Agreement. If the University instructs the Contractor in writing not to perform any Service which was to be performed under time and material, the University shall be entitled to a corresponding reduction based on submitted time and verified material cost.

V. CONTRACTOR AND STAFFING QUALIFICATIONS

A. Staffing

1. *General Administrative Requirements*

(a) The Contractor shall provide an adequate level of staffing for provision of the Services as outlined in this Agreement and shall ensure that a sufficient (but not excessive) number of persons are assigned and utilized to complete the Services in a safe and adequate manner. Where the Contractor's compensation is based on Time and Materials, the University reserves the right to audit and

refuse to process payment should there be findings associated with excessive hours to perform the required task or an excessive number of persons utilized to complete the necessary task.

(b) Except as expressly set forth herein, any person assigned by the Contractor to perform Services under this Agreement shall be a full time employee of the Contractor, appropriately trained, qualified and licensed/certified to perform the Services. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and subcontractors and no person who is unfit or unskilled in the task assigned shall be utilized to perform that task. The Contractor shall remove incompetent or incorrigible persons from the Services, when so determined by the University, and such persons shall be prohibited from returning to the Service Location or participating in a University project without written consent of the University.

(c) Contractor shall not subcontract any Services under this Agreement without the prior written consent of the University Representative. All such persons shall carry personal identification and evidence of such license and/or certification, as applicable, at all times while on University property and be prepared to provide such identification and evidence to University personnel upon request.

(d) The Contractor shall not assign or permit any person to perform Services under this Agreement if such person was previously an employee of the University and whose employment was terminated by the University for cause.

(e) The Contractor shall be responsible for the acts and omissions of all the Contractor's employees and all subcontractors, their agents and employees as well as all other persons performing any of the Services under this Agreement.

B. Key Personnel

1. *Supervisor:* The Contractor shall assign a full time dedicated supervisor who shall be responsible for overseeing and supervising the performance of Services under this Agreement. Such supervisor shall be identified in Exhibit C and shall serve as the University's primary interface with the University's Representative.

2. *Key Personnel:* In the event the Contractor desires to substitute any Key Personnel set forth on Exhibit C, either permanently or temporarily, the Contractor shall provide written notice to the University's Representative of the proposed substitution and the University shall have the right to disapprove the proposed personnel change by written notice to the Contractor.

C. Connecticut Department of Labor Standard Wage Rates:

The Contractor shall comply with the laws and regulations of the State of Connecticut, including, without limitation, the requirements of Connecticut General Statutes §31-57f as regards the payment of wages and applicable wage rates. It is the responsibility of the Contractor to monitor wage rates issued by the Connecticut Department of Labor to ensure that employees are paid the applicable and most current Standard Wage Rates provided by the Connecticut Department of Labor. The Contractor should contact the Connecticut Department of Labor with any questions at: www.ctdol.state.ct.us.

VI. OBLIGATIONS OF THE UNIVERSITY

A. Access

The University shall provide the Contractor and its staff with access to the Service Locations for the purposes of performing the Services. Contractor shall be strictly limited in access to those portions of the University property directly required for the performance of the Services.

B. University's Rules and Regulations

The University shall provide the Contractor with access to all applicable University rules and regulations and inform the Contractor of any regulatory or operational changes impacting the delivery of the Services to be provided pursuant to this Agreement.

VII. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND GUARANTIES

A. Representations and Warranties

The Contractor represents and warrants to the University, which representations and warranties shall survive the termination of this Agreement, that:

(a) Contractor is a _____ operating under the name of _____ or a(n) _____, duly organized, validly existing and in good standing under the laws of the State of _____ authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.

(b) Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and have the power and authority to execute, deliver and perform their obligations under this Agreement.

(c) Contractor will comply with all applicable Laws in satisfying its obligations to the University under and pursuant to this Agreement.

(d) Contractor's execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable:

- (1) any provision of any of the Laws;
- (2) any order of any court or the State; or
- (3) any indenture, agreement, document or other instrument to which it is

a party or by which it may be bound.

(e) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner.

(f) As applicable, Contractor has not, within the three years preceding the date of this Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform Services under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(g) Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.

(h) Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor.

(i) Contractor's participation in the bid in connection with the RFQ is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(j) Contractor's bid submitted in response to the RFQ was not made in connection or concert with any other person, entity or bidder, including any Affiliate of any other bidder, and is in all respects fair and without collusion or fraud.

(k) Contractor is able to perform under this Agreement using Contractor's own resources or the resources of a party who was not a bidder for the Services.

(l) Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.

(m) Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.

(n) Contractor owes no unemployment compensation contributions.

(o) Contractor is not delinquent in the payment of any taxes owed, or, that Contractor has filed a sales tax security bond, and Contractor has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

(p) All of Contractor's vehicles have current registrations and, unless such vehicles are no longer in service, Contractor shall not allow any such registrations to lapse. Such vehicles shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by Connecticut Department of Motor Vehicles or as required by provisions imposed by the law of the jurisdiction where the motor vehicle is registered. Each person who uses or operates a motor vehicle at any time in the performance of this Agreement for the Contractor shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by Connecticut Department of Motor Vehicles such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

B. Guarantees

Contractor hereby guarantees, which guarantees shall survive the termination of this Agreement that Contractor shall:

(a) Perform fully under this Agreement;

(b) Guarantee the Services (including without limitation all of the parts and equipment used in connection therewith) against defective material or workmanship;

(c) Furnish adequate protection from damage to any University property and to promptly and properly repair damage of any kind, arising from the act or omission of the Contractor or any person for whom the Contractor is responsible.

(d) With respect to the provision of the Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

C. Warranty

The Contractor warrants that the Services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements of this Agreement. Services which do not meet the University's standards will be performed again until standards are met. Contractor shall provide at minimum one (1) year warranty of all services provided.

VIII NOT USED.

IX COMPENSATION

A. **Maximum Amount Payable:** \$ _____

B. Payment

1. *Basis for Payment/Rates:*

(a) Services: In consideration of the performance of the Services in accordance with all of the terms and conditions of this Agreement for the Initial Term, the Contractor shall receive the compensation set forth on Exhibit D.

(b) The compensation described above shall fully compensate the Contractor for all labor, supervision, equipment, materials, and all other costs and expenses which are required to perform the Services in accordance with the terms and conditions of this Agreement. Details of service not explicitly stated in this Agreement, but necessarily attendant to the performance of Services, are acknowledged by the Contractor to be included as a part of Services to be performed by the Contractor under this Agreement.

2. *Procedure for Payment:* The Contractor shall submit monthly invoices for payment in the form, and including the detail and information, required by the University. The invoiced amount shall be based on the Services performed in the period covered by the invoice. The Contractor shall submit such invoices no later than the 15th day of each month during the Term of this Agreement for Services provided in the previous month and the University shall pay such invoices within 45 days after receipt provided however, unless otherwise provided in Exhibit D, if the University pays such invoice within 15 days after receipt, the University shall be entitled to a discount in the amount of two percent (2%) of the invoiced amount. Invoices shall be submitted along with the supporting documentation as required under this Agreement unless otherwise directed by the University. If required, the Contractor shall submit a certified payroll record, utilizing the form furnished by the Connecticut Department of Labor. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.

3. *Withholding of Payment:* If the University believes that the Contractor has not performed according to this Agreement, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing of its intent to do so.

C. Supporting Documentation and Information Required

Along with each invoice submitted to the University, the Contractor shall submit the following supporting documentation and/or information

- (a) A description of each of the Services performed for which payment is requested;
- (b) The date of performance of each of such Services;
- (c) As to any Service which was requested by anyone other than the University Representative, or which required the University's pre-approval, the name of the person who made the

request or provided the approval and the date of Contractor's receipt of such request and/or approval, as applicable; and

(d) Such other information and/or documentation as the University may request.

D. Contractor's Official

The name and address of the official on behalf of the Contractor to whom payment shall be made is as follows:

E. Travel Expenses

The University shall not be responsible for the payment of any of Contractor's travel expenses.

F. Annual Appropriation

The State of Connecticut's and the University's performance and obligations to pay for Services under this Agreement are contingent upon an annual appropriation by the Connecticut State Legislature in an amount sufficient to compensate the Contractor for Services hereunder for the subject year.

X CONTRACT MANAGEMENT AND COMMUNICATIONS

A. University's Representative

Name and Contact Information:

B. Contractor's Representative

Name and Contact Information:

C. Contract Management Changes

After execution of this Agreement, any changes in the information contained in this Article X, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

XI CONTRACTOR'S INSURANCE AND GUARANTEE

A. Contractor's Insurance Requirements

The Contractor agrees to provide adequate insurance coverage on a primary and comprehensive basis and to hold such insurance at all times during the Term of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the University under this Agreement.

The Contractor shall maintain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance and commercial general liability insurance not less than the minimum limits as set forth below all at no cost to the University or the State of Connecticut.

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

Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, 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, officials, employees, agents, boards and commissions as additional insured, except that the University and the State will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance. Certificates of insurance shall clearly indicate the title and date of this Agreement or some easily identifiable reference to the Contractor's relationship to the University. Certificates of insurance showing such coverages as required in this section will be filed with the University prior to the time this Agreement is executed on behalf of the University. Upon the request of the University, the Contractor will provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

XII CONTRACTOR'S INDEMNITY AND ASSUMPTION OF LIABILITY

To the maximum extent allowed by law, the Contractor shall indemnify, defend and hold harmless the University and the State of Connecticut, their employees, agents, agencies and subcontractors from and against any and all claims, liabilities, demands, damages, costs and expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any act or omission, negligence, willful misconduct, or breach of this Agreement by, or which is the fault of, the Contractor, its employees, subcontractors or anyone for whom the Contractor is responsible. This indemnification will survive the completion of the Services and termination of this Agreement to the maximum extent allowed by law. Contractor's indemnification obligations shall include, without limitation, a full and complete responsibility for the Services, and any cost, liability or expense incurred by the University arising from the failure of Contractor, its representatives, agents, subcontractors and/or its or its subcontractors' employees to take appropriate and reasonable action to prevent damage to the University or its property. In fulfilling its indemnification and defense obligations hereunder, the Contractor shall use legal counsel reasonably acceptable to the University.

The Contractor's indemnity shall include, without limitation, damage due to misuse by Contractor or any person for whom the Contractor has responsibility, of tools, machines, vehicles or uncontrollable equipment that may malfunction. University property damaged in the performance of Services shall be repaired and left in good condition (as found). All such repairs shall be accomplished by the Contractor at no cost to the University.

Nothing in this Article XII will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified under this Article XII against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such

indemnified party, or such party's agents or employees, if such indemnification would be in violation of Connecticut General Statutes §52-572k.

The Contractor's obligations under this Article XII shall survive the termination and expiration of this Agreement.

XIII MODIFICATION OF AGREEMENT AND SCOPE CHANGE

1. *Modifications:* Unless otherwise expressly stated herein, modifications to any provision of this Agreement shall be effective only if such modifications are memorialized in a formal written amendment to this Agreement executed by both parties and approved by the Office of the Attorney General, to the extent required.

2. *Scope Changes:* During the Term of this Agreement, the University may unilaterally require, by written order, changes altering, adding to, or deducting from the Services, provided that such changes are consistent in character and within the general scope of the services to be provided under this Agreement.

XIV TERMINATION

A. Termination

1. *For Convenience:* The University shall have the right to terminate this Agreement whenever the University makes a determination that such termination is in the best interests of the University. The University shall notify the Contractor in writing of such termination, which notice shall specify the effective date of termination (which shall be no sooner than the date which is ten (10) calendar days after the University's delivery of notice of termination) and the extent to which the Contractor must complete any Services under this Agreement prior to such date.

2. *For Cause:* If the Contractor fails to properly perform any Services, or comply with any of its obligations, in accordance with the requirements of this Agreement, the University shall deliver written notice of such failure to the Contractor describing the instances of such nonperformance or noncompliance ("Default Notice") and the Contractor shall have ten (10) calendar days after receipt of the Default Notice to propose a resolution for each instance of nonperformance and/or noncompliance which resolution is satisfactory to the University. If (i) the University and the Contractor have failed to agree to a mutually satisfactory resolution(s) within ten (10) calendar days after Contractor's receipt of the Default Notice, or, (ii) the Contractor fails to perform the agreed resolution(s) within thirty (30) calendar days after receipt of the Default Notice, the University shall have the right to terminate this Agreement, which termination will be deemed a termination "for cause", and to engage another contractor to perform the Services.

If the Contractor breaches its obligations under this Agreement and such breach continues beyond any right to cure set forth above, the University shall be entitled to terminate this Agreement by written notice to the Contractor which notice shall specify the effective date of termination which may be immediate, or such other date as determined by the University, in its sole discretion, and the extent to which the Contractor must complete any Services under this Agreement prior to such date.

Any notice provided under this Section A shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Obligations of Contractor upon Termination by the University

Upon receipt of notice of termination, the Contractor shall cease the performance of Services as directed by the University in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection and preservation of University property. Except as otherwise instructed by the University, the Contractor shall terminate any subcontracts entered

into by the Contractor in connection with the Services and shall not enter into any further subcontracts, purchase orders or commitments as regards this Agreement.

Upon request by the University, the Contractor shall deliver to the University all Records and other information pertaining to its performance, and remove from the University's premises, whether leased or owned, all of Contractor's Property, waste material and rubbish related to Contractor's performance, all when and as the University may request.

C. Damages

If the University terminates this Agreement "for convenience" under Section A.1 of this Article XIV, the Contractor shall be entitled to receive, as its sole remedy, all amounts due and owing as of the effective date of termination plus an amount equal to the Contractor's actual and reasonable costs incurred after the effective date of termination to protect and preserve the Service Locations, if and as requested by the University. The Contractor hereby waives and forfeits all other claims for payment and damages including, without limitation, anticipated profits.

If the University terminates this Agreement "for cause" under Section A.2 of this Article XIV, the amounts due and owing as of the effective date of termination, if any, shall be withheld until such time as the University is able to determine any and all damages sustained by the University which arise from such breach. In the case of a termination for cause, Contractor shall be responsible for (i) any and all costs and expenses incurred by the University to engage another contractor to perform such Services in excess of the price that would have been paid to the Contractor under the terms of this Agreement for such Services; and (ii) all such other costs, expenses, liabilities and damages incurred by the University which arise as a result of the Contractor's noncompliance and/or nonperformance under this Agreement. Once the University has determined the total amount of such damages, the amount, if any, due and owing to the Contractor on the effective date of termination shall be reduced by the amount of such damages. If the damages exceed such amount due, the Contractor shall promptly pay to the University the amount of such excess. If such amount due exceeds the University's damages, the University shall remit payment to the Contractor in the amount of such excess. Under no circumstances shall the Contractor be entitled to receive, nor shall the University be obligated to tender to the Contractor, any payments for anticipated or lost profits.

D. Setoff

In addition to all other remedies that University may have, the University, in its sole discretion, may set off: (1) any costs or expenses that the University incurs resulting from the Contractor's unexcused nonperformance under this Agreement and under any other agreement or arrangement that the Contractor has with the University or the State of Connecticut or any agency thereof, including without limitation attorneys fees and legal costs, and (2) any other amounts that are due or may become due from the University to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Agreement, or under any other agreement or arrangement that the Contractor has with the University, the State of Connecticut or agency thereof. The University's right of setoff shall not be deemed to be the University's exclusive remedy for the Contractor's breach of this Agreement, and all other remedies that the University may have under law or equity shall survive any setoffs by the University.

XV DISPUTE RESOLUTION

A. Mediation of Disputes

In the event of any disputes arise between the parties under this Agreement, the parties agree to use the following procedure prior to and as a precondition to either party pursuing any other available remedies, including arbitration or litigation.

1. A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

2. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to non-binding mediation in accordance with the Commercial Rules of the American Arbitration Association.

3. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within twenty (20) calendar days from the conclusion of the negotiation period.

4. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days. If the parties are not successful in resolving the dispute through the mediation, then the parties may pursue other legal remedies available to them.

B. Arbitration or Litigation of Disputes

1. *Claims Commissioner:* Any claim by the Contractor under this Agreement which is not resolved through mediation, or any other procedure set forth in this Agreement, will be subject to the provisions of Chapter 53 of the Connecticut General Statutes. The Contractor acknowledges and agrees that the sole and exclusive means for the presentation of any claim against the University or the State 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 legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

2. *Sovereign Immunity:* The parties acknowledge and agree that nothing in the RFQ or this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses or any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers or employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this Section B conflicts with any other section of this Agreement, this section shall govern.

3. *University's Claims Against the Contractor:* Should the University have a claim against the Contractor which has not been resolved by mediation or any other procedure set forth in this Agreement, the parties agree that the University will have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction in the State of Connecticut as selected by the University, or by filing a demand for arbitration pursuant to the Commercial Rules of the American Arbitration Association which arbitration shall take place in Mansfield, Hartford or such other location in the State of Connecticut as selected by the University. The Contractor hereby submits to the jurisdiction of the courts of the State of Connecticut.

XVI BOOKS, RECORDS AND REPORTS

A. Records:

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under this Agreement, and agrees to be subject to financial and compliance audits by the University or the State of Connecticut as requested to ensure that all related party transactions are disclosed to the auditor. The Contractor shall include these same record-keeping obligations in all subcontracts and assignments related to this Agreement.

B. Retention of Records:

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, actual Contract performance from the date of Contract award, and any other documents (including electronic storage media) pertaining to this Agreement for a period of three (3) years after the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the University and the terms of this Agreement. Copies of all records and documents shall be made available to the University upon request. All invoices

and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in the preamble to this Agreement, Contractor's Representative at the address listed in Article X, Section B, or by the Contractor's Official at the address listed in Article IX, Section D for the duration of this Agreement. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The Contractor shall advise the University of the location of all records pertaining to this Agreement and shall notify the University by certified mail within ten (10) calendar days if/when the records are moved to a new location.

C. Reports: The Contractor agrees to provide the following reports to the University upon request in a timely manner.

1. A Sales and Savings Report shall be submitted in a format acceptable to the University. Total purchases with retail value and actual cost detail will be provided to determine contract savings on an annual basis.

2. A Potential Bulk Purchase Report shall be submitted in a format acceptable to the University. All items repeatedly procured, and, where volume buying may provide a distinct cost saving advantage, shall be reported to the University on a semi-annual basis.

3. An EPP (Environmental Preferable Products) Report shall be submitted in a format acceptable to the University. All items which have an energy star rating and/or other energy saving properties shall be reported to the University upon request. To the extent possible the percentage of energy savings over more traditional items shall be included.

4. The Contract shall document the level of utilization of minority and women owned suppliers (MWBE's) used in the execution of this contract as well as any efforts the contractor makes to increase the participation of MWBE's.

XVII TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

XVIII E-PROCUREMENT REQUIREMENTS

The University has implemented an internet-based ordering system provided by SciQuest Inc. Information relating to SciQuest can be found here: www.sciquest.com

1. The Contractor will be required to accept orders from the University electronically through this system via fax.

2. The Contractor may have the opportunity to participate in the University's internet-based ordering system Husky Buy provided by SciQuest. If and when requested, the Contractor will provide the University and/or SciQuest with functional data files that include specific formats for product and pricing information. These functional data files will then be loaded into a catalog on this system for ordering purposes.

3. Detailed information on data file requirements will be provided to the Contractor.

4. During the term of the Agreement, data file updates (price changes, product changes) must be provided in the format specified.

XIV MISCELLANEOUS

A. Connecticut Sales and Use Tax: The University is a tax-exempt institution. The Contractor will be familiar with the current regulations of the Department of Revenue Services. A Sales Tax Certificate is available from the University's Purchasing Department upon written request.

B. Third Parties: Nothing contained in this Agreement will be deemed to create a contractual relationship between any third party and the University or the Contractor, or be deemed to give any third party any claim or right of action against the University or the Contractor, which does not otherwise exist without regard to this Agreement.

C. Notice: Unless otherwise expressly set forth herein or specified in writing hereafter by the University, all notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly served if sent by Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University: Procurement Services, University of Connecticut, 3 Discovery Drive, Unit 6076, Storrs, Connecticut 06269-6076.

If to the Contractor: _____.

Any party may change its Notice information by giving written notice in accordance with this Section C.

D. Joint Venture: If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the University for the performance of any and all obligations of the Contractor encompassed by this Agreement or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the University for any failures to perform such obligations in accordance with the Agreement or applicable law. In its dealings with the University, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

E. Nondiscrimination and Affirmative Action Provisions, Nondiscrimination Provisions Regarding Sexual Orientation, Executive Orders:

1. Non-discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or

divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United

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

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

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

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

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

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

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

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

F. 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.

G. 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 – 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 Agreement, of this reporting mechanism.

H. Campaign Contribution Restrictions: For all State contracts as defined in P.A. 010-1 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 (SEEC Form 11) attached hereto as Exhibit E.

I. Entire Agreement: This Agreement contains the entire Agreement between the parties as regards the subject matter hereof. No prior stipulation, agreement or understanding, verbal or otherwise, between the parties, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this Agreement.

J. Conflicts/Inconsistencies: In the event of inconsistencies within or between any parts or provisions of this Agreement, the RFQ, any Schedule, Exhibit or Appendix to this Agreement or any applicable standards, codes and ordinances, the Contractor will: (1) provide the better quality or greater quantity of services, or (2) comply with the more stringent requirement; either or both in accordance with the University's interpretation.

K. Severability: If this Agreement contains any unlawful provisions not an essential part of the Agreement, which appear not to have been a controlling or material inducement to the making hereof, the same will be deemed to be of no effect, and will, upon the application of either party, be stricken from this Agreement without affecting the binding force of this Agreement as it will remain after omitting such provisions.

L. Gender Neutral Provision: The language of this Agreement is intended to be gender neutral. Thus whenever the terms “he”, “she”, “his”, “her”, “it”, or similar term is used such terms will be considered to mean “he”, “she” or “it”, “his”, “her”, or “its” or other such gender neutral phraseology.

M. Connecticut Law: It is agreed that this Agreement will be governed by, construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Connecticut.

N. Compliance with Law, Codes: In performing its obligations under this Agreement, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Services, location of the Services or the Agreement.

O. Incorporation of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

P. Independent Contractor Status: The Contractor shall be considered an independent Contractor in the performance of its obligations and responsibilities under this Agreement. The University shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

Q. Subcontracts: The Contractor shall perform all of the Services with its own full time appropriately qualified, trained and experienced staff except that the Contractor may, with the prior written consent of the University, enter into written subcontract(s) for the performance of certain Services requiring proprietary knowledge of an original equipment manufacturer, electrical work and utilization of lift or access equipment. The Contractor shall be responsible for payment of all subcontractors and secondary suppliers. The Contractor shall be fully responsible for all work performed under this Agreement whether by the Contractor or its subcontractor or secondary suppliers.

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

S. Force Majeure: Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or other disputes.

T. No Waiver: Neither the failure nor any delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy.

U. 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 the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The 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 the Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. The 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 the Contractor's corporate social and environmental practices.

V. Background Checks: The 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 the Contractor 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 the Contractor. The Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the 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.

Without limiting the obligations of the Contractor under Article XII of this Contract, the 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 the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

W. 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 Contractor shall comply with such new or modified policies or procedures upon written notice.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

University of Connecticut

By _____
Scott A. Jordan
Executive VP for Administration & CFO
Statutory Authority: C.G.S. Sections 4a-52a, and 10a-151b

Date signed: _____

Contractor:

By _____
It's Duly Authorized

Date signed: _____

Approved as to form:

By: _____
Joseph Rubin
Associate Attorney General

Date: _____

EXHIBITS

- EXHIBIT A Services
- EXHIBIT B Service Locations
- EXHIBIT C Key Personnel
- EXHIBIT D Compensation
- EXHIBIT E SEEC Form 11

DRAFT

EXHIBIT A

SERVICES

Mandatory Minimum Service Requirements: During the Term of this Agreement, the University is to be designated as a "Preferred Customer" and the Contractor shall review the impact of this Agreement on its staffing and business practices and take the necessary steps to ensure adequate coverage and Contract compliance.

The Services, which shall be performed when and as requested by the University, shall mean and include the following:

1. Contractor must provide outside sales and technical representatives on-site on a regular basis, who have an exceptional knowledge of the required products and who will provide, at a minimum, the following services:

- 1.1 Technical information regarding products for the end users;
- 1.2 Assistance for the Purchasing Department with resolving customer service problems;
- 1.3 Demonstrations and samples of products and supplies for the end user;
- 1.4 Needs assessment for individual departments;
- 1.5 Detail of new products to the end user and integrate those items into the pricing structure of the Contract;
- 1.6 Amend the pricing structure to meet special University requirements, i.e., providing special pricing for unusually large orders and/or high volume items;
- 1.7 Training for University staff as well as in-service training as required by individual Departments;
- 1.8 Devote as much time as is necessary to effectively meet the needs of the University as they relate to this Contract. The Contractor's Representative will be required to visit the campus regularly, at least one day per week;
- 1.9 Promote and market the use of this Contract to all eligible Contract end-users;
- 1.10 Be accessible 24 hours a day, seven days a week for emergencies;
- 1.11 Assist end-users in making cost effective or environmentally preferred purchases, such as suggesting alternate products, new methods, or more economical order quantities;
- 1.12 At the request of an end-user, provide site visits on a mutually agreed date and time by a qualified consultant or sales representative in an effort to assist the University with any product updates;
- 1.13 Provide repair service for product line. The Contractor must provide the University with an in-house hourly rate and subcontractor mark up for any equipment repairs off site; and
- 1.14 There will be no shipping cost for Items shipped back to the Contractor requiring repairs or service against this Agreement. If the University Representative requests special shipping (Overnight, Express etc) the Contractor shall charge the University accordingly for freight.

2. Contractor must provide a dedicated inside customer service representative, available via a toll-free number, for the University's account, to provide the following minimum services:

- 2.1 Product research;
- 2.2 Order processing;
- 2.3 Manage and update computerized pricing;
- 2.4 Ensure that end-users will automatically receive contract pricing;
- 2.5 Handle all billing and credit issues;
- 2.6 Track shipments when required;
- 2.7 Support the sales representative on campus when required; and
- 2.8 Handle all delivery issues, including expediting reports and delivery errors.

3. Contractor must have the ability to access account information in a timely fashion, including, but not limited to, usage history, usage by delivery address, order status, order entry, Material Safety Data Sheets, product specifications and various other sales analysis tools.

4. Contractor must have the ability to cross-reference other suppliers' catalog numbers.

5. Contractor must have the ability to offer substitutes for discontinued products or stock outs.

6. Contractor must offer in-house technical assistance.

7. **All invoices shall have adequate detail, correct purchase order number and appropriate discount per University Contract.**

8. **Product Requirements:** The Contractor shall be required to furnish HVAC & Plumbing equipment, materials and supplies required to maintain, upgrade and repair University facilities.

8.1 All items shall be new, for U.S. market, unused, of the latest model or design and of recent manufacture.

8.2 Items shall be delivered in factory packaging with any additional packaging required to insure delivery free of damage. All manuals and warranty information shall be included.

8.3 Materials procured under this Agreement shall conform to all codes and regulations, and meet all requirements for the normal uses for which the item is intended.

8.4 Materials shall be manufactured in accordance with the best commercial practices and standards for this commodity.

8.5 Refurbished products are not allowed without prior approval by the end-user.

8.6 Product substitutions are not allowed without prior approval of University Representative.

8.7 Energy Star Compliance: The State of Connecticut requires the purchase of ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories when available. If a product in a category for which ENERGY STAR® or certified products are available, Contractor shall inform end users of product options, informing which products meet the required standards.

8.8 Warranties: Unless otherwise specified, the Contractor shall unconditionally warrant all products as being free from defects and capable of performing when operated by the University within the parameters specified in the manufacturer's specifications. Contract purchases will carry the

manufacturer's standard warranty following receipt and acceptance of the materials or equipment by the end-user. In the event of conflict between Contract terms and conditions and warranty submitted, to afford the University maximum benefit, the Contract terms and conditions shall prevail.

9. Order Fulfillment/Delivery Requirements: Order Fulfillment Requirements: The Contractor will make every effort to ensure the expeditious delivery of all orders. Failure to fulfill quoted delivery schedules may subject the Contractor to non-delivery assessment charges and/or liquidated damages as appropriate. Furthermore, a pattern of prolonged delivery delays may be cause for Contract termination.

9.1 Standard products shall be delivered within three (3) business days. Non-standard or custom product orders shall be delivered within ten (10) business days; if delivery is not possible because of specialized materials or product specifications the Contractor shall provide a mutually acceptable firm delivery date.

9.2 Contractor must offer 24-hour delivery service for emergency purchases. If the end-user indicates an immediate need for an "emergency" order for product that is in stock, the Contractor will make the order a priority and make every effort to have the order delivered the same or next business day.

9.3 Unless special delivery requirements have been pre-arranged, deliveries will be made during the normal work hours (Monday through Friday from 7:30AM to 3:00PM). The Contractor is responsible for coordinating with customers and carrier(s) the delivery schedule, shipping instructions and location delivery details. The University reserves the right to refuse shipment when delivered after normal working hours.

9.4 If it is determined that order fulfillment could potentially exceed the typical order fulfillment lead time, the Contractor shall advise the end-user within 24 hours of receipt of the order. In such cases, the University reserves the right to purchase elsewhere (without being liable for cancellation/restocking fees) should the anticipated delivery lead-time adversely affect project scheduling.

9.5 Deliveries are to be off-loaded at end-users receiving dock or designated job site.

9.6 Product damaged prior to delivery, or, as a result of contractor negligence will either be replaced (and expedited at Contractor's expense) or, if the end-user prefers, be noted on the receiving report and deducted from final payment.

9.7 Contractor is responsible for all shipping costs and arranging for pick-up of any defective returns, and arranging for a Call Tag to insure freight is charged to Contractor for defective returns, within ten (10) business days.

9.8 End-users may return unopened or unused (non-specialty) items within ten (10) business days of receipt for full credit and no re-stocking/cancellation fees will be applied.

9.9 Should an order include a specialty item(s), the Contractor's or manufacturer's restocking fees concerning the specialty item(s) shall be communicated and approved by the end-user upon Contractors receipt of the order.

9.10 All costs for containers shall be borne by the Contractor. All packaging shall conform to applicable federal, state and local requirements for the product.

9.11 The Contractor is responsible to verify all delivery conditions/requirements prior to the delivery.

9.12 Central Stores orders for supplies will require delivery to the Central Stores warehouse. Deliveries to the warehouse require notification to Shipping and Receiving 24 hours in advance at (860) 486-6297.

9.13 Delivery to end-users shall be made in strict accordance with the instructions provided with each request direct to the ordering department premises as indicated.

9.14 Due to limited access to many of the buildings on the Storrs campus, deliveries to be made directly to departments must be made using a straight-bodied truck. The vendor will be responsible for ascertaining any additional restrictions for inside deliveries to departments.

9.15 The Contractor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice.

9.16 The Contractor shall indicate the method of delivery of goods to the University (e.g., common carrier, fleet, etc.) All deliveries must utilize roadways as opposed to sidewalks and lawns.

9.17 The Contractor shall provide a Contractor Representative who will be responsible for resolving contract performance issues (examples might include but are not limited to order fulfillment delays, receipt of damaged goods, product returns, etc.) If the Contractor Representative is unable to resolve the problem within two business days of the inquiry, the Contractor Representative is to send an electronic notification to the end-user that documents the problem as well as a plan for resolution.

9.18 The Contractor will be required to accept return of only those items which were purchased during the Contract term throughout the term and up to sixty (60) days after the end of the Contract provided they are in salable condition and have the proper numbers referenced.

EXHIBIT B

SERVICE LOCATIONS

Service Locations shall mean and include the University's main campus located at Storrs, branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, the UConn School of Law in Hartford, The Graduate Business Learning Center in Hartford and the UCONN Health Center (UHC) in Farmington. In addition, eight Cooperative Extension Offices located in Bethel, West Hartford, Torrington, Haddam, North Haven, Norwich, Vernon and Brooklyn.

DRAFT

EXHIBIT C

KEY PERSONNEL

DRAFT

**EXHIBIT D
COMPENSATION**

| Non-Commercial, Custom Products | % off MSRP | Non-Commercial, Custom Products | % off MSRP |
|---|------------|--|------------|
| Projected cost less than \$10,000.00 | % | Projected cost greater than \$50K less than \$75K | % |
| Projected cost greater than \$10K less than \$25K | % | Projected cost greater than \$75K less than \$100K | % |
| Projected cost greater than \$25K less than \$50K | % | Projected cost greater than \$100,000.00 | % |
| | | | |
| | | | |

HVAC MARKET BASKET

| | Equipment | Parts | Controls | Other (Specify) | Other (Specify) |
|----------------|-----------|-------|----------|-----------------|-----------------|
| Armstrong | | | | | |
| Bell & Gossett | | | | | |
| Bohn | | | | | |
| Carrier | | | | | |
| Copeland | | | | | |
| Friedrich | | | | | |
| Fujitsu | | | | | |
| Hitachi | | | | | |
| Honeywell | | | | | |
| Hoshizaki | | | | | |
| John Crane | | | | | |
| Johnson | | | | | |
| Kramer | | | | | |
| Larkin | | | | | |
| Lennox | | | | | |
| Liebert | | | | | |
| McQuay | | | | | |
| Mitsubishi | | | | | |
| Penn Johnson | | | | | |
| Robur | | | | | |
| Sanyo | | | | | |
| Sporlan | | | | | |
| Taco | | | | | |
| Tecumseh | | | | | |
| Trane | | | | | |
| York | | | | | |
| Belimo | | | | | |
| Erie | | | | | |
| Danfoss | | | | | |
| Grundfoss | | | | | |
| Dunham Bush | | | | | |

| | | | | | |
|--------------------------|--|--|--|--|--|
| Supco | | | | | |
| Emerson | | | | | |
| Watt | | | | | |
| Daikin | | | | | |
| U.S. Seal | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Additional Manufacturers | | | | | |

The compensation to be paid to the Contractor for the repair Services shall be on a Time and Materials basis as described below:

For the purposes of this Agreement, Time and Materials shall mean (i) number of hours spent in the actual provision of Services at the rates set forth below; and (ii) Contractor's cost of materials as provided in the Plumbing and HVAC Market Baskets utilized in the performance of the Services, all as verified to the satisfaction of the University.

HVAC/Plumbing Repair/Service charge

| | Reg. Time (Mon-Fri 8 am to 5 pm) | Weekend | Holiday | OT |
|---------------------------------------|---|--------------------|--------------------|--------------------|
| Skilled Technician Hourly Rate | \$ hour per | \$ hour per | \$ hour per | \$ hour per |

Sub-contracted labor at actual invoice plus 5%
(If Applicable)

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

Pricing/Market Baskets:

1. Discount for Plumbing and HVAC Market Baskets will remain fixed for the term of the Agreement. It is the University's expectation that the discounted pricing structure will be the best possible price the Contractor can provide. The Contractor shall provide information relating to commodity pricing forecasts, manufacturer's notification of upcoming price adjustments and other relevant information which could be used to aid contract users in making more cost effective and timely purchasing decisions.

2. Repair Service rates shall remain fixed for the initial term of this Agreement, unless or until the CT DOL Standard Labor Rate is amended. Any request for increase from the Contractor shall be in writing and shall be, at a minimum, equal to but not greater than the most recent standard wage for those labor classifications published by the CT DOL.

3. Price increases will only be considered on an annual basis as follows:

a. When the University is notified of the increase a minimum of thirty (30) calendar days prior to the effective date of an increase; and

b. When the Contractor provides the University with any and all documentation it may require to support the proposed rate increase.

4. The Contractor shall provide price verification to Contract end-users upon request. Price verification will include manufacturer name, catalog number/and or UPC number, MSRP Price and Contract price (net price after discount).

5. Price changes from the manufacturer will be passed on to the University. There will be no allowance for price increases on orders already placed with the Contractor.

6. All items purchased against this Agreement shall be FOB destination with cost of freight included.

7. The University reserves the right to purchase equipment and supplies of equal quantity and quality from alternate, non-contract suppliers if it's in the best interest of the University to do so. End-users will provide evidence to the Purchasing Department that the pricing, including delivery, is less costly for identical products than the price quoted by the Contractor. The following conditions will apply:

a. If a non-contract supplier's pricing is less, the Contractor shall be given the opportunity to meet the non-contracted supplier's delivered price. If the Contractor cannot meet the price, then the University may purchase the item(s) from the non-contracted supplier. Documentation will be retained with the procurement file to the non-contracted supplier.

b. If lower pricing can be identified on a consistent basis, the University reserves the right to renegotiate the pricing structure of this Agreement. In the event such negotiations fail, the University reserves the right to delete such item(s) from the Agreement.

8. During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or more beneficial discount structures, the Contractor shall immediately amend the Agreement to provide similar pricing to the University if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing.

a. The Contractor shall immediately notify the Purchasing Department of any such contracts entered into by the Contractor.

b. If the Contractor fails to notify the Purchasing Department and evidence is discovered that the Contractor is providing better pricing to other customers, the University reserves the right to terminate the contract.

9. Additional Manufacturers or Items: During the term of this Agreement, at the request of the University and with mutual agreement from the Contractor, the University may add manufacturers, product lines or individual items to this Agreement.

a. These additions will only be allowed provided the Contractor maintains the same pricing structure/profit margin as was established on the original pricing structure for similar items. These additional products may or may not significantly impact the volume or scope of the contract.

EXHIBIT E – SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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

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

**CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS**

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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