



REQUEST FOR PROPOSAL

RFP # LM062916

**Set-Aside Design, Fabrication and Installation of
Interior and Exterior Signage**

For the University of Connecticut

Proposal Release Date:

October 6, 2016

Proposal Due Date:

November 3, 2016

Issued By: Lisa Mieszkowicz
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-1953
E-mail: lisa.mieszkowicz@uconn.edu

TABLE OF CONTENTS

This RFP is organized as follows:

Preface:

Part I	Introduction
Part II	Instructions to Bidders
Part III	Terms and Conditions
Part IV	General Requirements
Part V	Attention Proposers
Part VI	Form of Proposal
Part VII	Notification to Bidders and Bidder's Contract Compliance Monitoring Report
Part VIII	Appendices
	Appendix A – Scope of Services
	Appendix B – Bidder's Qualification Statement
	Appendix C – Sample Statement of Work
	Appendix D – References
	Appendix E – Draft Contract
	Appendix F – Fee Structure

Part IX Attachments

Mandatory Forms and Affidavits:

- Nondiscrimination Certification Form C
- OPM Ethics Form 1: Gift and Campaign Contribution Certification
- OPM Ethics Form 5: Consulting Agreement Affidavit
- OPM Ethics Form 6: Affirmation of Receipt of State Ethics Summary
- OPM Ethics Form 7: Iran Certification
- Connecticut Economic Impact Form
- Code of Conduct

PART I INTRODUCTION

The University of Connecticut is currently seeking proposals from qualified and experienced firms that are DAS certified as a SBE/MBE firm; to provide design, fabrication and installation of interior and exterior signage services. Proposing firms must be able to demonstrate capabilities in the requested scope of services (design, fabrication, and installation of interior, exterior signage) in pursuit of the University's mission.

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

Special Instructions: This RFP has been reserved for participation by Certified Department of Administrative Services (DAS) Supplier Diversity (set-aside) – Small Business Enterprise (SBE), Minority Business Enterprise (MBE), women-owned (WBE) businesses, and businesses owned by persons with a disability certified as such by the State of Connecticut's DAS Supplier Diversity Division, pursuant to Connecticut General Statute 32-9e.

About UConn:

UConn is a public research university and academic health center enrolling over 30,000 students in Fall 2013. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and University of Connecticut Health ("UCH"), including a 200-bed in-patient facility, in Farmington.

Within the last decade, UConn has become one of the top ranked public research universities in the nation. In fiscal year 2011, total research expenditures for the University were \$253M and federal sponsored research expenditures were \$144M. As part of the State of Connecticut's economic development mission, several large construction projects at the Storrs campus and UConn Health are underway.

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

1.1 Definitions

- 1.1.1 The term "**Agreement**" shall mean the contract issued as a result of this Request for Proposal.
- 1.1.2 The term "**Addenda**" means written or graphic instructions issued by the University of Connecticut subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 1.1.3 The terms "**Offer**" or "**Proposal**" means the Offeror(s) response to this Request for Proposal.
- 1.1.4 The terms "**Bidder**," "**Contractor**," "**Proposer**," "**Offeror**," "**Vendor**," "**Firm**" or "**Respondent**" refer to a company or companies (if joint venture) responding to this Request for Proposal.
- 1.1.5 The term "**S/MBE Firm**" shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capital Avenue, Hartford, CT, 06106, Fifth Floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is [http://das.ct.gov/cr1.aspx\\$page=34](http://das.ct.gov/cr1.aspx$page=34).
- 1.1.7 The term "**University**" or "**UConn**" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses.

- 1.1.8 The term “**Services**” shall mean all professional consulting services within the scope of this RFP.
- 1.1.9 The term “**Request for Proposal**” (RFP) is defined as a competitive procurement process which helps to serve the University’s best interests while providing bidders with a fair opportunity for their services to be considered. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected bidder. Award(s) made as a result of an RFP are not solely based on price. Award(s) shall be based upon the evaluation of the pertinent criteria where price is not the sole qualifier. In addition to price, an RFP considers account management, account support, and other pertinent criteria as deemed appropriate by the University.

1.2 Proposal Evaluations

Factors which will be used to evaluate Bidder’s proposals include the following selection criteria:

<u>Evaluation Criteria</u>	<u>Weight</u>
Organizational Capability, Account Support & Staffing Plan	
Respondent can provide the required services necessary to allow the ability to immediately react to sudden needs with expeditious and effective plans for enhancing the environments included but not limited to those outlined in Appendix A.	40 Points
Demonstrated experience, ability, and availability of the firm’s employees whom will be assigned to the University’s account, particularly in accommodating time sensitive delivery deadlines and expedited deliverable due dates.	
Additional factors related to the capacity and willingness of the firm to satisfy the University, particularly in the areas outlined in Appendix A.	
Product and Service Offerings	
Respondent offers a robust array of products and service offerings which provide enhanced value to the University.	25 Points
Respondent proposed an array of products and services which meets or exceeds the University’s requirements as outlined in Appendix A.	
Pricing/Fee Structure	
Hourly rate(s) proposed that offer the greatest overall value to the University.	20 Points
References & History of Success	
Respondent has demonstrated a history of successfully providing services to other institutions of higher education, medical centers or corporations. This includes both references provided by the Respondent and those identified by the University.	15 Points
Respondent has demonstrated consistent customer satisfaction for clients of similar size and scope to the University based on references provided by the Respondent and those identified by the University.	
TOTAL POINTS AVAILABLE:	100 POINTS

Contract award(s) will be based upon a comprehensive review and analysis of the proposal, which is most advantageous to the needs of the University of Connecticut. The contract award will be based on a points-earned matrix derived from a pricing and technical evaluation as outlined above.

Award(s) shall be made to the most responsive Bidder(s) offering the most advantageous proposal(s) to the University, as determined by the University. All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed. The importance given to each element is represented proportionately by the respective point assignments as noted above.

All Bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

1.3 Estimated Timetable*

The following schedule will apply to this RFP:

RFP MILESTONES*	DUE DATES*
Release of RFP	10/06/16
Closing Date for Written Inquiries	10/14/16
Answers to Written Inquiries	10/20/16
Submission of RFP*	11/03/16
Presentations	TBD
<i>Anticipated</i> Award Date*	November, 2016
Contract Execution*	December, 2016

*Subject to change as deemed necessary by the University.

**PART II
INSTRUCTIONS TO BIDDERS**

2.1 Point of Contact and Inquiries

- 2.1.1 During review of this RFP, bidders may have inquiries. If so, bidders are instructed to submit written questions by email to:

Lisa Mieszkowicz
University of Connecticut
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
E-mail: lisa.mieszkowicz@uconn.edu

All questions must be submitted in writing *via email* no later than the date set forth in section 1.3.

- 2.1.2 The University will provide a written response to all written requests for clarification within five (5) business days after the close of the inquiry period described in 1.3. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 1.3. Responses to all written requests will be posted on the University Purchasing Department website, use the link below:
<http://www.purchasing.uconn.edu/currentbid/currentbid.html> and the DAS website, use the following link: http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

Under no circumstances may any proposer or its representative(s) contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Any violation of this condition may result in a Proposer being considered non-compliant and ineligible for award.

2.2 Submission Format

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

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

- 2.2.1 One (1) original and five (5) copies of the proposal with a CD, DVD or USB flash drive containing the proposal, must be submitted in a sealed envelope or box and sent to:

University of Connecticut
Procurement Services
Attention: Lisa Mieszkowicz
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076

Reference: RFP No. LM062916
Set-Aside
Design, Fabrication and Installation of
Interior & Exterior Signage

Submissions must be received on or before 2:00 PM (EDT) on November 3, 2016

*****IMPORTANT NOTE*****

Any RFP proposal received after the date and time stated in Section 2.2.1 will not be considered and will be returned to the Proposer unopened.

2.2.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. **Electronic submission (including but limited to facsimile or email) of proposals will not be accepted.**

2.2.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

2.2.4 All proposals must include a point-by-point response to this RFP. Additionally, bidders must use the response templates provided in the appendices to this RFP.

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

2.3 Bidding Terms

2.3.1 Proposals must demonstrate: an understanding of the statement of work, the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.

2.3.2 Each Proposer must respond to, and be capable of, supplying all services outlined in the RFP specification.

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

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

2.3.4 RFP Status and Submission Information:

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

2.3.4.2 RFP Submittals: Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP. Further, this bid creates no obligation on the part of the University to award a contract.

2.3.4.2.1 Effective Period of Proposals: The proposals submitted must remain in effect for a minimum period of one hundred eighty (180) days after the closing date to allow time for evaluation, approval, negotiation, and award of the contract.

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

2.3.4.2.3 Withdrawal of Proposals: A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred eighty (180) days following the date and time assigned for the receipt of proposals.

2.3.4.2.3.1 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The procurement official, as identified in section 2.1, shall receive such written notice.

2.3.4.2.3.2 Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in section 1.3, provided they are then fully in conformance with these terms and conditions.

2.3.5 Proposal Preparation, Pre-Award Presentations and Negotiations:

2.3.5.1 Proposal Preparation: UConn will assume no cost for proposal preparation and submission. Answers to Proposer's questions that impact scope, timetable, etc. will be communicated in writing contemporaneously to all parties as quickly as possible. If UConn awards a contract to a Proposer, the Proposer's responses to this RFP will become part of the executed contract. Therefore, all questions must be answered in an honest and straightforward manner.

2.3.5.2 Pre-Award Presentations: As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a Proposer is requested to make a presentation, the Proposer will make the necessary arrangements and bear all costs associated with the presentation. The University tentatively expects presentations to occur in accordance with the timetable included in this RFP. Respondents are hereby notified of the likelihood of the requirement for presentations during this time period and, by submitting a proposal in response to this RFP, agree to make themselves available for the forthcoming presentations.

2.3.6 Requests for Clarification and/or Supplemental Information

As part of the review process, the University may request the Proposer to supply, in writing: clarifications; additional documentation; or information needed to fairly evaluate each proposal. Proposers are required to provide a written response within three (3) business days of their receipt of any request for clarification by the University.

2.3.7 Presentations

The University reserves the right, but is not obligated, to request that each proposer provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed one (1) hour. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

2.3.8 Review of References

Each Proposer is required to provide references for five (5) higher education institutions or similar that are in comparable size and scope to the University of Connecticut, with which it has an agreement(s) providing goods and/or services similar to the scope of this RFP. Please include name, title, telephone number and e-mail address of a contact person at each institution. Please provide this information in Appendix D.

2.3.9 Proposal Qualification Data

If necessary to evaluate proposals, Proposers may be requested to furnish information including but not limited to the following topics:

- a. Financial resources;
- b. Personnel resources;
- c. Project Plan;
- d. Ability to meet schedules with Project Timeline; and
- e. Ability to meet specification requirements.

2.3.10 Communications between the University and the Bidder

2.3.10.1 Informal Communications:

From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:

- i. Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.
- ii. Requests from any department at the University or any employee of the University for information, comments, speculation, etc.

2.3.10.2 Formal Communications:

From the date of receipt of this Request for Proposal by each proposer until a binding contractual agreement exists with the selected proposers and all other proposers have been notified or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this Request for Proposal.

Formal communications may include but not be limited to:

- i. Proposal Preparation Inquiries;
- ii. Oral Presentations; and
- iii. Pre-Award Negotiations.

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 2.3.10.1 AND 2.3.10.2 ABOVE, MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

PART III TERMS AND CONDITIONS

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

- 3.0 **Contract Document:** A draft of the contract shall be provided in an addendum shortly. 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.
- 3.1 **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.
- 3.2 **Notification of Selected Firm:** It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 1.3. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 3.3 **Contract Commencement:** The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The assignments covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.
- 3.4 **Ownership of Subsequent Samples:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University unless otherwise stated in the contract.
 - 3.4.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
 - 3.4.2 Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.
- 3.5 **Independent Price Determination:** In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:
 - 3.5.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
 - 3.5.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
 - 3.5.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 3.6 **Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work.
- 3.7 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.

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

3.9 **Indemnification Requirements**

3.9.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. 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.

3.9.2 State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the vendor or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

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

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

3.12 **Award:**

3.12.1 A contract will be awarded to the Bidder or Bidders whose proposals the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, rates, administrative costs, past performance, and financial responsibility.

3.12.2 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

3.12.3 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

3.12.4 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.

- 3.12.6 The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.
- 3.12.7 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 3.12.8 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
- 3.12.9 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
- 3.12.10 In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 3.12.11 The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
- 3.12.12 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.
- 3.12.14 Remedies Upon Default: In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.
- 3.12.15 Collection for Default: The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
- 3.12.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

3.13 **Payments under a Contract Award:**

- 3.13.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.
- 3.13.2 **Payment Terms:** Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder's proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval.

3.14 **Evaluation of Performance:** During or after the term of any contract or other agreement that results from this RFP process, the University may conduct evaluations of the successful Vendor's performance. The successful Vendor may be requested to provide quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

3.15 **Standard Terms and Conditions:**

3.15.1 **Business Relationship Affidavit**

- a. The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**
- b. The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

3.15.2 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

3.15.3 **Equal Employment Opportunity Requirements**

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

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

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

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

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

3.15.7 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use. All goods provided shall be warranted for at least one (1) year.

3.16 **Proposer Personnel: Forms and U.S. Export Control Regulations:**

3.16.1 The awarded vendor(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

3.16.2 Vendors are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

3.16.3 Each Vendor shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

3.17 **Information Provided by the University:** The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract. Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs.

3.18 **Responsibilities of the Proposer:**

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

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

- a. Has read and completely understands the proposal documents; and
- b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

3.18.3 **Purchase Orders and Subcontractors:** Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all subcontractors and partners directly.

3.19 **Repairs to Property Damage:**

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

3.20 **On-site Activity of the Bidder and Awardee:**

3.20.1 **Visitor Parking:**

Parking on any of the campuses is strictly regulated and is allowed only in paved, lined areas. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For more information about parking options and applicable rates and hours, visit:

- <http://www.park.uconn.edu> or call (860) 486-4903 for information relating to Storrs; or
- <http://publicsafety.uhc.edu> or call (860) 679-2511 - for information relating to UConn Health.

3.20.2 Access Management Plan:

The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University's Access Management Plan can be found at <http://www.park.uconn.edu/amplan.html>. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

3.21 Insurance Requirements:

3.21.1 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

- 3.22 **License:** Any Agreement resulting from this RFP will not grant the Vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 3.23 **OSHA Compliance:** All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement Services immediately by registered mail.
- 3.24 **Advertising/Sponsorship Opportunities:** In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Vendor be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 2.1 for details on how to pursue such a relationship.**
- 3.25 **Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 3.26 **Intellectual Property:**
- 3.26.1 The Vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.
- 3.26.2 The Vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.
- 3.26.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.
- 3.26.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Vendor shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

3.27 **Confidential Information:**

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

3.27.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and statement of work. A sample confidentiality agreement is included in Part X merely for illustrative purposes, and should not be considered the standard confidentiality agreement due to the varying needs for each project.

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

3.28.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees and all subcontractors' employees, if applicable, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the Proposer.

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

3.28.3 The contract awardee, 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.

3.29 **Freedom of Information:** While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contains trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

3.30 **Mandatory Affidavits:** The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information

regarding the requirement of such affidavits can also be found on the Office of Policy and Management website: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

- 3.31 **Joint Ventures:** Bids submitted by bidders 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.
- 3.32 **Ethics and Compliance Reporting/Whistleblower 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 relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.
- 3.33 **Signature Authorization Documentation (Mandatory Submittal):** Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.
- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
 - With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
 - Documentation must clearly state when and how such authorization was given.
 - Documentation must state that the authorization is still in full force and effect.
 - Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
 - Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
 - Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>.
- 3.34 **Background Checks:** Consultant warrants that it will not assign any employee, independent contractor or agent to perform services under any resulting contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by Consultant for performing such services on a University 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 Consultant. Consultant shall immediately remove any employee, independent contractor or agents performing services under any resulting contract on campus if it becomes known to the Consultant 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 Consultant under any indemnification requirements of this Agreement, the Consultant 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 Consultant, its employees, or other persons that the Consultant causes to be on the campus.

- 3.35 **State Executive Orders:** The executed contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4,

1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract 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 and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

3.37 **State Elections Enforcement Commission (SEEC) Requirements:** 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 submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

3.38 **Nondiscrimination Warranties:** An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

(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) "Proposer" and "Proposer" include any successors or assigns of the Proposer or Proposer; (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 Proposer 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, on 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 Proposer 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 Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer 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 Proposer 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 Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer 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 Proposer 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 Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer'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 Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer 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 sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer 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 Proposer 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 Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer 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 Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer 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 Proposer 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 Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer 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 sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

3.39 **Termination for Cause:** The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract. The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- a. If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- b. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, 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) 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) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

3.40 **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 Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

**PART IV
GENERAL REQUIREMENTS**

- 4.0 Bidders must include point-by-point responses to all requested information in their proposal utilizing the response templates. Failure to provide all information may result in proposal rejection. **Please Refer to Appendix B to provide answers sections 4.1 through 4.4.**
- 4.1 **Company's Profile.** The above mentioned Appendix provides detailed list of questions for answers required in the proposal to be submitted in response to the RFP invitation.
- 4.2 A web-link to UConn's **Corporate Social Responsibility** policy has been included in Part III. Affirmation of compliance with the University's Vendor Code of Conduct must be notated in the Bidder's response to Appendix B. Additionally, a copy of your company's Corporate Social Responsibility policy must be attached to your Proposal under Appendix B.
- 4.3 **Proposer's service capabilities.**
- 4.3.1 Provide a description of your company's primary line of business, including a list of goods and services offered by your company.
- 4.3.2 Describe your company's experience delivering services similar in size and breadth to the Scope of Services outlined in Appendix A. Proposals must demonstrate a minimum of five (5) years of experience.
- 4.3.3 Describe how your company provides a competitive advantage in the signage market. Include a comparison of your equipment and/or services versus others on the market and what value you provide beyond the competitors.
- 4.3.4 Provide a complete client list for the last five (5) years for those whom your firm has provided or is currently providing similar services to professional or collegiate programs for which these services were provided as outlined in Appendix A. The list should include size, scope, approximate budget, demonstrated breadth of engagements for those respective clients.
- 4.3.5 Describe how do you measure and report on customer satisfaction? What are the tools and what is frequency in which this is measured?
- 4.3.6 Describe your firm's methods and procedures for controlling and assuring the quality of services being provided by your firm's workforce. Please include work protocols, standard procedures and control measures implemented by your firm and its staff.
- 4.3.7 As an attachment to the response to this appendix, please provide an organizational chart showing the hierarchal structure of functions and positions within your organization.
- 4.3.8 If you are a selected awardee, does your organization intend to subcontract any portion of the graphic enhancement services? If yes, please provide a list of the subcontractors which your company has utilized in the last five (5) years. This answer must correspond to the answer(s) provided in your point-by-point response to Appendix A.
- 4.3.9 Provide any additional information you feel is relevant to this RFP.

PART V
ATTENTION PROPOSERS

The attached bid solicitation package includes forms which must be signed for your offer to be considered.

FORM NAME

WHERE TO SIGN

- | | |
|--|--|
| 1. Form of Proposal (Part VI) | Bottom of Document |
| 3. Notification to Bidders (Part VII) | Bottom of Document |
| 4. Affidavits and Certifications (Part IX) | Bottom of Document (and must be notarized) |

Before sending your bid, please be sure all are signed.

NOTICE TO PROSPECTIVE BIDDERS

The University Purchasing Department will appreciate your assistance in making a careful study of this proposal and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State. Suggestions or comments will be considered up to ten (10) days prior to the date of bid opening indicated in the bid package. In replying you must refer to the bid number. If no suggestions or comments are offered, the signing of the bid documents shall indicate your approval of these forms in their present content.

PART VI
FORM OF PROPOSAL
RFP # LM062916

TO: University of Connecticut
Purchasing Department
3 Discovery Drive, Unit 6076
Storrs, CT. 06269-6076

1. The undersigned Proposer, in response to our Request for Proposal for services, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda, which are a part of the bidding documents: _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Proposer hereby certifies: (a) that this offer is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from competing; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Firm offers a fee structure in accordance with the attached Fee Structure and Index Table forms and any additional offers specified and attached hereto.
7. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
8. Signature acknowledges acceptance of all specifications, terms and conditions, notwithstanding those exceptions taken pursuant to 2.3.4(b), and pricing offered herein are accurate and correct.
9. Payment terms shall be 2% 15, Net 45 unless otherwise noted: _____
10. The undersigned hereby certifies that the following documents are included in the RFP package:
 - ___ A brief cover letter
 - ___ A completed Form of Proposal, Part VI, fully executed
 - ___ A point-by-point response to Appendix A
 - ___ Completed response to Appendix B
 - ___ **All** required affidavits and certifications included in Part IX, Attachments
 - ___ A fully completed and signed copy of Part VII, Notification to Bidders and Bidder's Contract Compliance Monitoring Report
 - ___ A portfolio of work which exemplifies the quality of the goods and services offered, which correlates to the specific Categories of service outlined in Appendix A.

Signed this _____ day of _____, 20____

Firm Name: _____

Address: _____

Duly Authorized Signature: _____
(Signature must correspond with party identified in signature authorization documentation. See section 3.33)

Name: _____
(Please print)

Title: _____
(Please print)

PHONE #: _____ FAX #: _____

F.E.I.N. #: _____ Email: _____

PART VII
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 bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

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

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

<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

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___
--

PART IV - Bidder Employment Information

Date:

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

PART V - Bidder Hiring and Recruitment Practices

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

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

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

**PART VIII
APPENDICES**

**APPENDIX A
SCOPE OF SERVICES**

1.0 OVERVIEW

The University of Connecticut solicits proposals from firms whom have extensive experience in the development of thematic visual enhancement programs in support of large post-secondary institutions, hospitals and corporations. Successful firms will communicate their thorough understanding of and experience with the development, design, and fabrication and installation of Interior and Exterior Signage to nationally recognized institutions. An experiential understanding of incorporating brand identities within graphic communications across a spectrum of modalities is required.

Selected firms will provide recent examples of visual enhancement projects, environmental graphics, interior/exterior design work, and displays which they have created, designed, managed, or installed; the extent of the firm's involvement with each of the aforementioned projects must be clearly communicated within their proposal submission. These items should be included in a portfolio of work, for which one (1) copy of the portfolio shall be included with **each copy of the proposal submitted.**

Select firms will provide evidence of their ability to meet the time-sensitive completion of graphic enhancement projects sufficient to strongly suggest their firm's ability to complete future projects under the pressure of tight, near-term deadlines and projects initiated with little lead time. Firms must provide examples of their ability to actively and meaningfully participate in the design and fabrication processes of complex graphic enhancement projects and with the timely on-site installation of these creative communication elements.

2.0 CORE COMPETENCIES

The following categories represent the core competencies for which the University will be contracting under this RFP. While it is the University's intent to award multiple firms within each category, Respondents are not required to provide services within all categories; therefore, if your firm can only provide vehicle lettering and creative services but not the balance of the categories, please submit a proposal to that effect.

Understanding that Creative Services is a separate category (Category VI), awarded vendors may be expected to develop conceptual plans for various enhancement projects, including graphic displays, lighting, and furniture/casework.

Additionally, where appropriate, Vendor will be required to compile schematic designs, including but not limited to the following considerations:

- The need to integrate specific objects and specialty enhancement products into each project;
- The creation of schematic design(s) for each approved project;
- The preparation of signage schemes; and
- The preparation of itemized enhancement project costs.

Respondents are required to provide a point-by-point response to Appendix A which, for this section 2.0, shall include the following the specific identification of those services for which your firm:

- (a) Is submitting a proposal for; and
- (b) Will require the use of subcontractors to provide the requisite services.

The visual enhancement project fabrications pursuant to this RFP award will include but will not be limited to fabrications incorporating one or more of the following materials:

- Glass
- Steel
- Metals
- Woods
- Aluminums
- Foamcore and/or Gator Foam or Sintra
- a Board
- Acrylic and/or Plexiglas
- Fiberboard
- Various types of vinyl
- Various types of fabric
- Laser Cut Lettering/Painted Lettering
- PVC Plastics
- Custom Photo/Image Framing and Matting

2.1 Category I: Directional Signage

Items within Category I include but are not limited to, directional signage. Projects classified under this category may require design, fabrication and installation services. Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants licensure.

2.2 Category II: Vehicle Decals and Lettering

Items within Category II include but are not limited to vehicle decals and vinyl lettering. Projects classified under this category may require design, fabrication and installation services. Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants licensure.

2.3 Category III: Dimensional Signage

Items within Category III include but are not limited silo cut signs and CNC lettering. Projects classified under this category may be required design, fabrication and installation services Projects classified under this category may require design, fabrication and installation services. Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants and requires licensure.

2.4 Category IV: Backlit Signs

Items within Category IV include but are not limited to direct-print backlit signs, backlit signs to be mounted, flex face backlit signs, and drop-in backlit signs. Projects classified under this category may require design, fabrication and installation services. The scope of the Category IV projects may include code compliant electrical branch circuits from existing distributions. Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants and requires licensure.

2.5 Category V: Installation Services

Services provided pursuant to category V require the installation of items which may or may not have been produced by the installer. Services pursuant to this category will also require the inclusion of hardware to mount signage to various mediums including but not limited to wood, concrete, stone, and metal as well as the necessary electrical circuitry for final production. Contractor must possess and maintain any necessary licenses in accordance with federal, state,

municipal, and University requirements if work performed pursuant to this category warrants and requires licensure.

Section 6.5 of Appendix A requires fixed prices for various types of installations and must be included within the response to Part VI, Form of Proposal. Respondents proposing services pursuant to Category V will be required to perform this work and will only be considered for award within this category if pricing is provided in response to section 6.5. Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants and requires licensure.

2.6 Category VI: Creative Services, Design Development, and/or Project Planning

Services provided pursuant to category VI will require design of various items or of an entire space. Firms proposing services for Category VI must be able to:

- Prepare final plan drawings (renderings) for each enhancement project;
- Prepare final graphics package;
- Prepare final lighting package (if necessary); and/or
- Prepare final installation schedule.

Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants and requires licensure.

2.7 Category VII: Installation Hardware

Goods and services provided within this category shall include the need for various hardware which may not be able to be furnished by the firm fabricating or installing the graphic enhancement. Examples include mounting hardware (including brackets) and railing systems for the purpose of displaying various banners or signs. It shall be noted that firms providing services pursuant to this category may be required to install the hardware, or may simply provide the hardware to be installed by another vendor (such as the firm who fabricated the item to be installed).

2.8 Category VIII: Miscellaneous services

The goods and services within Category VIII include those your firms can directly provide the University in addition to those specified within the previous eleven categories. **Work performed under this category cannot be subcontracted to other providers.** Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants licensure.

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Statement of Work:

3.1.1 All projects which will be performed pursuant to this contract award will require a Statement of Work (“SOW”), included in this RFP as Appendix C. The SOW must be mutually agreed upon and executed by the University prior to the commencement of services. The SOW should be compiled by the Vendor and reviewed and approved by a designee of the University, to include all work to be performed, the contract number to be assigned to the formal agreement resulting from this RFP, the cost of the services (fully itemized to allow the University complete insight into the cost of each component of the enhancement project and in complete accordance with the pricing provided in response to Appendix A, section 6.0), and an estimated date of completion.

3.2 All invoices shall be billed against a purchase order issued by the University of Connecticut's Purchasing Department.

3.2.1 All invoices shall be directed to the University of Connecticut's Accounts Payable Department, referencing the purchase order number must be emailed to apinvoices@uconn.edu. Invoices not reflecting the correct purchase order number will be rejected and must be corrected and resubmitted to be considered for payment.

3.2.2 Only one (1) purchase order number should be referenced per invoice, and only one (1) invoice should be included with each attached file.

4.0 LOCATION OF SERVICES

Awardees may frequently be required to provide services within active work spaces and off hours to avoid facility use conflicts.

4.1 Installations will occur at, but not be limited to, the following locations:

- University of Connecticut Main Campus (Storrs)
- Regionals campuses
- UConn Health and/or its affiliates
- Professional Schools
- Cooperative Extension Centers

4.2 Installations locations will include the following space types:

- Offices
- Lobby/Foyer/Hallway Spaces
- Conference Rooms
- Corridors
- Interior and Exterior Signage
- Meeting spaces
- Dining Areas
- Academic Study Space
- Interior and Exterior Signage
- Interior and Exterior Building Signage

5.0 TERM/LENGTH OF SERVICE

5.1 The term of the contract resulting from this RFP shall be for a period of Three (3) years with two (2) potential one-year extensions available. Such intent to renew shall be conveyed to the contractor(s) in writing no later than thirty (30) days prior to the effective date.

6.0 PRICE/FEE STRUCTURE

6.1 Pricing will be primarily be based on a Time and Material basis with the provided hourly rates and required materials at the Contractor's actual cost plus the provided mark-up percentage. The University does reserve the right to solicit lump sum costs within the pool of the awarded vendors under the specified categories

6.1.1 All-inclusive hourly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal cost, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including

cellular communication and laptop computer for document management and written communication. Adjustments to all-inclusive hourly rates are subject to University review and approval.

- 6.1.2 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.
- 6.1.3 The Contractor shall supply all tools and equipment required for the execution of the assigned work.
- 6.1.4 Non-compensable Equipment: All trade related equipment, hand tools and power tools, normally supplied with the labor to complete services are not compensable. The provision and use of this equipment shall be included in the Labor rate.
- 6.1.5 Compensable Equipment: When “special equipment” (as agreed to by the University) is required to perform the Work, compensation to the Contractor shall be as follows:
 - 6.1.5.1 Rented Equipment (Used directly on the Work and by the Contractor’s or Subcontractor’s own forces) shall be compensable at actual rental invoice cost to the contractor with no markup allowance.
- 6.1.6 Bidders may submit pricing for only those categories outlined in section 2 of Appendix A that they intend to provide.
- 6.1.7 Modifications to Quotes - Change Orders: University requested modifications to an individual job scope, which result in a change the original quote, must be authorized by a written change order approval. Change orders shall identify the conditions requiring the modification and the resulting itemized changes in time, equipment and material costs.
- 6.2 The University’s Representative shall upon contact with the Contractor, identify whether the scope of work for which the Contractor is asked to propose requires State and/or Federal prevailing wages. The cost of the scope of work does not determine whether State and/or Federal prevailing wages apply.
 - 6.2.1 STANDARD WAGE: The awarded Contractor will provide services that have mandated service rate requirements.

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 which shall be made a part of the Contract.

- 6.2.1.1 Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, the bidder shall submit a certified payroll record, utilizing the form furnished within the RFP. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.

6.2.1.2 Any request for increase from the contractor 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. Such standard wage adjustment will not be considered a matter for an annual contract amendment.

6.2.2 **PREVAILING WAGE:** If a project involves new construction of a building or other structure or improvement, and the total cost of all Work for a Project to be performed collectively by Contractors and Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then Contractor will be required to quote the project at the prevailing wage rate.

- a. The wages paid on an hourly basis to any mechanic, 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 to any employee welfare fund as defined in Subsection (h) of Section 31-53 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. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.
- b. The State of Connecticut Labor Department Wage Rate Schedule, when required by the University, shall be provided with these documents or will be issued as part of the bid documents or by Bid Clarification/Addendum hereto and is deemed to reflect such customary or prevailing wages for the project.
- c. Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".
- d. Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.
- e. Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects.

Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of

telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

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.

- 6.2.3 The awarding contractor shall provide their own personnel and equipment necessary to perform the requested services and for gaining access to devices that are not readily accessible. Contractor shall not utilize any University equipment, tools, ladders, etc. to perform any service or installation, unless approved by the University. Contractor shall maintain the equipment and materials provided for the work consistent with applicable occupational, safety and health codes as well as applicable University requirements.

- 6.3 In addition to the requirements outlined in section 6.1 and 6.2 above, if Respondents intend to **subcontract** any service pursuant to any of the categories for which they are proposing, a maximum **5% Subcontractor markup** will be allowed. This markup will remain fixed for the term of the contract, inclusive of extensions.

- 6.4 Respondents are encouraged to include various financial incentives with their proposal. Firms interested in extending financial incentives shall provide such incentives within their point-by-point response to Appendix A. Incentives include but are not limited to volume discounts and rapid payment discounts.

**APPENDIX B
BIDDER'S QUALIFICATION STATEMENT**

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

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

Name _____

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

Years? _____

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

1. _____ 2. _____ 3. _____

4. List any Subsidiaries and Affiliates of your Company: _____

5. Federal ID Number: _____

6. Licensing (attached)

Contractor's License Number: _____ State: _____ Expiration Date: _____

Contractor's License Number: _____ State: _____ Expiration Date: _____

Contractor's License Number: _____ State: _____ Expiration Date: _____

Contractor's License Number: _____ State: _____ Expiration Date: _____

7. 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? _____

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

9. This firm is a: Corporation Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Other

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

10. 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

(Attach additional sheet if necessary)

12. 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):

13. 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

14. Within the past 5 years has your firm or any part of your firm; any owner, or partial owner of your firm; or any other person in any way associated with or employed by your firm ever been barred, suspended, disqualified or otherwise precluded from bidding or offering a proposal on contracts by any municipality or any agency of the State of Connecticut, other states, or the Federal Government?

YES / NO

If yes, on a separate page, include an explanation of any previous debarment and copies of any notice of reinstatement.

15. State whether within the past 5 years you have been defaulted, terminated, or have had any liquidated damages or other contractual penalties for failures to timely or properly perform a contract assessed against you and indicate the current status of any litigation involving those transactions.

YES / NO

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

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

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

16. Had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? (Connecticut General Statute 31-57c)

YES / NO

17. Had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor? (Connecticut General Statute 31-57c)

YES / NO

18. Had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? (Connecticut General Statute 31-57c)

YES / NO

19. Been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract?

YES / NO

20. On a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another

governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts?

YES / NO

21. On a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts?

YES / NO

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

SEPARATE SHEET ATTACHED / NOT APPLICABLE

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

SEPARATE SHEET ATTACHED / NOT APPLICABLE

24. Have you appeared on any list published by the Connecticut State Labor Department of persons or firms that have been found by the National Labor Relations Board and by a final decision rendered by a Federal Court to have been in violation of the National Labor Relations Act, 29 USC 151 et. seq. or to have been found in contempt of court by a final decision of a Federal Court for failure to correct a violation of the National Labor Relations Act on three or more occasions involving different violations? (Connecticut General Statute 31-57a)

YES / NO

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

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

violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. (Connecticut General Statute 31-53a)

SEPARATE SHEET ATTACHED / NOT APPLICABLE

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

SEPARATE SHEET ATTACHED / NOT APPLICABLE

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

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

SEPARATE SHEET ATTACHED / NOT APPLICABLE

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

SEPARATE SHEET ATTACHED / NOT APPLICABLE

Dated at _____ this _____ day of _____ 2016

Name of Organization: _____

Address: _____

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

Signature _____

Print Name _____ Title _____

**APPENDIX C
SAMPLE STATEMENT OF WORK**

Governing Purchasing Contract Number “agreement”

Effective Date:

TBD

Contractor Document Number:

SOW-DD-MMM-YYYY

The parties agree that the terms and conditions of the Service Agreement _____ dated _____, 20__ shall govern this Statement of Work (SOW). In the event of a conflict between the relevant documents, the terms and conditions of Service Agreement shall prevail unless explicitly stated in this SOW

1. Description of Services.

A. [Scope of services to be determined]

2. Cost:

A. [Cost of services to be determined]

3. Contact Information:

University of Connecticut: *(Name, Email, Telephone, Title and Responsibilities)*

_____ *(Name, Email, Telephone, Title and Responsibilities)*

University of Connecticut	Contractor
Authorized Signature: _____	Authorized Signature: _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Statement of Work Effective Date: _____	

Remainder of the Page Left Blank Intentionally

**APPENDIX D
REFERENCES**

Proposals should include five institutions, of similar or the same size, where your organization is currently providing Services similar to the Services you're proposing for the University of Connecticut. Please include name, title, telephone number and e-mail address of a contact person at each institution. Additional reference information may be attached on a separate sheet.

REFERENCE # 1	
Company Name:	
Services Provided :	
Contact Name:	
Contact Title:	
Contact Email:	
Contact Phone:	
REFERENCE # 2	
Company Name:	
Services Provided :	
Contact Name:	
Contact Title:	
Contact Email:	
Contact Phone:	
REFERENCE # 3	
Company Name:	
Services Provided :	
Contact Name:	
Contact Title:	
Contact Email:	
Contact Phone:	
REFERENCE # 4	
Company Name:	
Services Provided :	
Contact Name:	
Contact Title:	
Contact Email:	
Contact Phone:	
REFERENCE # 5	
Company Name:	
Services Provided :	
Contact Name:	
Contact Title:	
Contact Email:	
Contact Phone:	

Appendix E

STATE OF CONNECTICUT

THE UNIVERSITY OF CONNECTICUT



SERVICE AGREEMENT
SET-ASIDE DESIGN, FABRICATION AND INSTALLATION OF
INTERIOR AND EXTERIOR SIGNAGE
No. LM062916

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 _____, an S/MBE firm 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 Proposal (numbered LM062916 and dated September 9, 2016) (the "RFP") 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, unmaturing, 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.

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

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

“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.

“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.

“S/MBE Firm” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capital Avenue, Hartford, CT, 06106, Fifth Floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://das.ct.gov/cr1.aspx?page=34>.

“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 the Effective Date and shall continue until and including October 31, 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 two (2) additional one (1) year periods or parts thereof (an “Extension Term”) upon the same terms and conditions contained herein. 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. The University’s Coordinator shall identify for the Contractor whether the scope of work requires State and/or Federal prevailing wages. The cost of the scope of work does not determine whether State and/or Federal prevailing wages apply.

3. *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 the Statement of Work ("SOW"). 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. 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.

C. 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. 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 RFP 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 RFP 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: \$250,000

B. Wage Rates:

1. **STANDARD WAGE:** The awarded Contractor will provide services that have mandated service rate requirements.

1.1 The wages paid on an hourly basis to any laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any 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 shall be made a part of the Contract.

1.2 Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, 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.

1.3 Any request for increase from the contractor 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. Such standard wage adjustment will not be considered a matter for an annual contract amendment.

2. **PREVAILING WAGE:** If a project involves new construction of a building or other structure or improvements, and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then Contractor will be required to quote the project at the prevailing wage rate.

2.1 The wages paid on an hourly basis to any mechanic, 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 to any

employee welfare fund as defined in Subsection (h) of Section 31-53 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. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

2.2 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

2.3 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.

2.4 Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.

2.5 Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.

(a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

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

C. 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 C.

(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 C, 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.

D. 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.

E. Contractor's Official

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

F. Travel Expenses

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

G. 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 attorney's 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 RFP 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.

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 NOT USED

Service Agreement

Set-Aside Design, Fabrication and
Installation of Interior and Exterior
Signage

Contract No. LM062916

XIX 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 Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract 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 and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University 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 D.

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 RFP, 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. 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 Compensation
- EXHIBIT D SEEC Form 11

DRAFT

EXHIBIT A

SCOPE OF SERVICES

The Contractor will have the ability to meet time-sensitive completion of graphic enhancement projects under the pressure of tight, near-term deadlines and projects initiated with little lead time.

The Contractor, where appropriate, will be required to compile schematic designs, including but not limited to the following considerations:

1. The need to integrate specific objects and specialty enhancement products into each project;
2. The creation of schematic design(s) for each approved project;
3. The preparation of signage schemes; and
4. The preparation of itemized enhancement project costs.

The visual enhancement project fabrications will include, but will not be limited to fabrications incorporating one or more of the following materials:

1. Glass;
2. Steel;
3. Metals;
4. Woods;
5. Aluminums;
6. Foamcore Board and/or Gator Foam Board or Sintra Board;
7. Acrylic and/or Plexiglas;
8. Fiberboard;
9. Various types of vinyl;
10. Various types of fabric;
11. Laser Cut Lettering/Painted Lettering;
12. PVC Plastics; and
13. Custom Photo/Image Framing and Matting.

The following categories represent the core competencies for which the Contractor shall provide services:

- 1. Category I: Signage**
Items within Category I include, but are not limited to, directional signage, multi-modal wayfinding signage. Projects classified under this category may require design, fabrication and installation services in accordance with UConn Brand Standards which can be found at: <http://brand.uconn.edu/>. Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants licensure.
- 2. Category II: Vehicle Decals and Lettering**
Items within Category II include, but are not limited to, vehicle decals and vinyl lettering. Projects classified under this category may require design, fabrication and installation services in accordance with UConn Brand Standards which can be found at <http://brand.uconn.edu>. Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants licensure.
- 3. Category III: Dimensional Signage**
Items within Category III include, but are not limited to, silo cut signs and CNC lettering. Projects classified under this Category may be required design, fabrication and installation services in accordance with UConn Brand Standards which can be found at <http://brand.uconn.edu>. Projects classified under this Category may require design, fabrication and installation services. Contractor (AND subcontractors, if applicable) must possess and

maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants and requires licensure.

4. Category IV: Backlit Signs

Items within Category IV include, but are not limited to, direct-print backlit signs, backlit signs to be mounted, flex face backlit signs, and drop-in backlit signs. Projects classified under this category may require design, fabrication and installation services in accordance with UConn Brand Standards which can be found at <http://brand.uconn.edu>. The scope of the Category IV projects may include code compliant electrical branch circuits from existing distributions. Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this Category warrants and requires licensure.

5. Category V: Installation Services

Services provided pursuant to Category V require the installation of items which may or may not have been produced by the installer. Services pursuant to this category will also require the inclusion of hardware to mount signage to various mediums including but not limited to wood, concrete, stone, and metal as well as the necessary electrical circuitry for final production. Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants and requires licensure. Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this Category warrants and requires licensure. Installation locations may include, but are not limited to, the following space types:

- Offices
- Lobby/Foyer/Hallway Spaces
- Conference Rooms
- Corridors
- Interior and Exterior Signage
- Meeting spaces
- Dining Areas
- Academic Study Space
- Interior and Exterior Building Signage

6. Category VI: Creative Services, Design Development, and/or Project Planning

Services provided pursuant to Category VI will require design of various items or of an entire space. Contractor will be able to:

1. Prepare final plan drawings (renderings) for each enhancement project;
2. Prepare final graphics package;
3. Prepare final lighting package (if necessary); and/or
4. Prepare final installation schedule.

Contractor (AND subcontractors, if applicable) must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this Category warrants and requires licensure.

Contractor may be expected to develop conceptual plans for various enhancement projects, including graphic displays, lighting, and furniture/casework.

7. Category VII: Installation Hardware

Goods and services provided within this Category may require various hardware, which may not be able to be furnished by the firm fabricating or installing the graphic enhancement. Examples include mounting hardware (including brackets) and railing systems for the purpose of displaying various banners or signs. The Contractor may be required to install the

hardware, or may simply provide the hardware to be installed by another vendor (such as the firm which fabricated the item to be installed).

8. Category VIII: Miscellaneous services

The goods and services within Category VIII include those your firms can directly provide the University in addition to those specified in this Agreement. **Work performed under this Category will be performed by the Contractor, and cannot be subcontracted to other providers.** Contractor must possess and maintain any necessary licenses in accordance with federal, state, municipal, and University requirements if work performed pursuant to this category warrants licensure.

9. Statements of Work.

All projects which will be performed under this Agreement will require a Statement of Work ("SOW"), the form of which is included in this Agreement as Exhibit E. The SOW shall be mutually agreed upon by the Contractor and the University, and executed by the University prior to the commencement of services. The SOW should be compiled by the Contractor and reviewed and approved by the University Representative. The SOW shall include a description of all work to be performed, the contract number, the cost of the services (fully itemized to allow the University complete insight into the cost of each component of the enhancement project and in complete accordance with the pricing provided), and an estimated date of completion.

DRAFT

EXHIBIT B

SERVICE LOCATIONS

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

1.0 LOCATION OF SERVICES

Awardees may frequently be required to provide services within active work spaces and off hours to avoid facility use conflicts.

4.1 Installations will occur at, but not be limited to, the following locations:

- University of Connecticut Main Campus (Storrs)
- Regional campuses
- UConn Health and/or its affiliates
- Professional Schools
- Cooperative Extension Centers

4.2 Installation locations will include, but are not limited to, the following space types:

- Offices
- Lobby/Foyer/Hallway Spaces
- Conference Rooms
- Corridors
- Interior and Exterior Signage
- Meeting spaces
- Dining Areas
- Academic Study Space
- Interior and Exterior Building Signage

**EXHIBIT C
COMPENSATION**

Contract Pricing:

All invoices shall be billed against a purchase order issued by the University of Connecticut's Purchasing Department.

3.2.1 All invoices shall be directed to the University of Connecticut's Accounts Payable Department, referencing the purchase order number must be emailed to apinvoices@uconn.edu. Invoices not reflecting the correct purchase order number will be rejected and must be corrected and resubmitted to be considered for payment.

3.2.2 Only one (1) purchase order number should be referenced per invoice, and only one (1) invoice should be included with each attached file.

The compensation to be paid to the Contractor for the 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 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 D – 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.

**EXHIBIT E
SAMPLE STATEMENT OF WORK**

Governing Purchasing Contract Number “agreement”

Effective Date:

TBD

Contractor Document Number:

SOW-DD-MMM-YYYY

The parties agree that the terms and conditions of the Purchasing Agreement _____ dated _____, 20____ shall govern this Statement of Work (SOW). In the event of a conflict between the relevant documents, the terms and conditions of Purchasing Agreement shall prevail.

1. Description of Services.

A. [Scope of services to be determined]

2. Cost:

A. [Cost of services to be determined]

3. Contact Information:

University of Connecticut: *(Name, Email, Telephone, Title and Responsibilities)*

_____ *(Name, Email, Telephone, Title and Responsibilities)*

University of Connecticut	Contractor
Authorized Signature: _____	Authorized Signature: _____
Name (printed): _____	Name (printed): _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Statement of Work Effective Date: _____	

Remainder of the Page Left Blank Intentionally



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on 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

Connecticut Economic Impact Form

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

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

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

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

Amount paid to Major partners or suppliers in Connecticut: _____

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