



## **INVITATION TO BID**

**ITB # LM102116**

### **Emergency Boiler Rental**

**Release Date:  
Wednesday, November 16, 2016**

**Bid Due Date:  
Thursday, December 1, 2016 @ 2:00 PM ET**

**Issued By:** Lisa Mieszkowicz  
Senior Procurement Specialist  
Procurement Services  
3 Discovery Drive  
Storrs, Connecticut 06269-6076  
Phone: (860) 486-8054  
Fax: (860) 486-5051  
Email: [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu)

**TABLE OF CONTENTS FOR ITB # JL021016**

**SECTION I OVERVIEW**

**SECTION II SPECIFICATIONS**

**SECTION III TERMS AND CONDITIONS**

**SECTION IV FORM OF PROPOSAL**

**ATTACHMENTS**

**ATTACHMENT A: DRAFT CONTRACT**

**ATTACHMENT B: ANTI-COLLUSION AFFIDAVIT**

**ATTACHMENT C: SEEC FORM 11**

**ATTACHMENT D: GOV. RELL'S STATE ETHICS MEMORANDUM**

## SECTION I OVERVIEW

The University of Connecticut (hereinafter referred to as the "University") located in Storrs, CT is seeking bids from experienced and qualified vendors to provide rental service for a 125HP minimum Steam/Hot Water Boiler through May 31, 2017 in accordance with the specifications, terms and conditions of this document.

Bidders shall promptly notify the University of any ambiguity, inconsistency or error that they may discover upon examination of these bid documents.

Bidders requesting clarification or interpretation of the Invitation to Bid # LM102116 shall make a written request to the University to be received no later than Monday, November 21, 2016 via e-mail to: [lisa.mieszkowicz@uconn.edu](mailto:lisa.mieszkowicz@uconn.edu). The University will not respond to any request for clarification received after the close of business on the date specified as closing date for inquiries. Responses will be provided in the form of an addendum and will be posted on the University Procurement Department website: <http://www.purchasing.uconn.edu/currentbid/currentbid.html> and the DAS website: [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2)

Any interpretation, correction, or change of this bid shall be made by addendum and originate from the University of Connecticut Purchasing Department in Storrs, CT. Interpretations, corrections or changes of the bid made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes.

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

Bids will be accepted by Procurement Services **until 2:00 p.m., ET on December 1, 2016** at which time they will be publicly opened and prices shall be read aloud.

A draft of the contract has been attached to this ITB. The University reserves the right to modify the Contract or waive any informality as it deems to be most advantageous to the University. By submitting a proposal the Proposer accepts the Contract and any modifications that the University deems necessary to the Contract without exception

## SECTION II SPECIFICATIONS

### **Mandatory requirements:**

It is the University's intent to issue one (1) award for the rental service of a 125 HP minimum Steam/Hot Water Boiler as described in the following specifications, terms and conditions.

- 125 HP minimum
- Electrical - Boiler system shall have dual voltage capabilities for both 208 volts and 408 volts
- Oil fired burner
- 1000 gallon minimum oil tank
- 400 feet of temporary steam hose 6" flanged both ends with several 2" IPS ball valves
- Burner must be capable of produce steam up to 65# or Hot Water
- Winterization after each use
- Connect and Disconnect
- Movement of unit for each use
- Provide Technician response to move/hookup/emergency burner service in less than 4 hours
- Rental period will be through May 31, 2017
- Hourly rates are to be provided for the following services:
  - Transportation to and from site
  - Installation and Disconnect
  - Winterization
  - Start-up
  - Conversion

**SECTION III  
TERMS AND CONDITIONS**

**1. SUBMITTAL OF BIDS:**

Parties interested in submitting offers should submit their response to this Invitation to Bid **in duplicate** (hereinafter referred to **ITB # LM102116**) no later than 2:00 PM on **December 1, 2016**. Bids must be submitted in a sealed envelope labeled "Sealed Bid No. LM102116." Any bid received after the time specified for receipt shall not be considered and shall be returned unopened. All bids shall be submitted utilizing the enclosed Form of Bid signed by an agent authorized to contractually bind the firm submitting the bid.

**2. REJECTION:**

The University reserves the right to reject any or all bids submitted for consideration in whole or in part and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected. Firms whose bids are not accepted will not be notified. However, after a binding contractual agreement exists, bidders may request a review of all bids by arranging an appointment with Joseph Lastrina or submit a request via email.

**3. ERRORS:**

Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these bid documents.

**4. CONTRACT DOCUMENT:**

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

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

**5. CONTRACT MODIFICATION:**

Any change to the contract must be agreed upon, in writing, by both parties prior to executing any change.

Severability: The parties understand and agree that if a court holds any part, term or provision of this ITB and resulting agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and parties' right and obligations shall be construed and enforced as if the ITB or agreement did not contain the particular invalid provision.

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

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

**7. AWARD:**

The University reserves the right to award a contract not based on price alone but on the basis of the bid which best meets the needs of the University.

**8. INCOMPLETE INFORMATION:**

All questions must be answered and all blank spaces must be completed for an offer to be considered responsive. Failure to provide any information or data requested may result in rejection of the offer.

**9. PAYMENT TERMS:**

Payment terms shall be 2% 15 days net 45 days, unless otherwise noted on the vendor's response to Section III, Form of Bid.

**10. DELIVERY:**

The bidder warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements. Services which do not meet the University's standards will be performed again until standards are met.

**11. DELIVERY OF NONCONFORMING GOODS:**

If the vendor fails to deliver or has delivered nonconforming goods, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to five (5) business days to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the correct goods from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

**12. QUALIFICATIONS OF BIDDERS:**

- a) Bids will only be considered from firms or persons with a demonstrated history of successfully providing the highest quality goods and services as identified in this ITB.
- b) Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's bid.
- c) Any contract resulting from this ITB may not be assigned or transferred by either party without the prior written consent of the other party.
- d) The University will reject the bid of any vendor who makes any material misrepresentation in their bid.

**13. TERMINATION FOR CAUSE:**

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

- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) calendar days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- (b) If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- (c) If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
- (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) calendar days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- (f) The University may terminate any contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

**14. TERMINATION FOR CONVENIENCE:**

- (a) The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- (b) If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor ten (10) calendar days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

**15. BID STATUS AND SUBMISSION INFORMATION:**

**Bid Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based on the offer which, in the opinion of the University, best meets the requirements of this bid and is deemed to be in the best interest of the University. Non-acceptance of a bid means that another bid was deemed more advantageous to the University or that all bids were rejected.

**Effective Period of Bids:** Any bids submitted must remain in effect for a minimum period of ninety (90) calendar days after the closing date to allow time for approval and award of the contract.

**Minor Defects:** If the University determines that a particular requirement may be modified or waived and still allow the University to meet the intent of this bid, the requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.

**Withdrawal or Modification of Bids:** A bid shall not be modified, withdrawn or canceled by the bidder for a period of ninety (90) calendar days following the date and time assigned for the receipt of bids. Prior to that time, bid submitted early shall be modified or withdrawn only by written notice to the University. Such written notice shall be delivered in the same manner as the response.

**Tax Exemptions:** The University is exempt from Federal Excise taxes and State and Local Sales and Use Taxes, no payment will be made for any taxes levied on the contractor's employees' wages.

**16. TIE BIDS:**

The Procurement Services Department will resolve tie bids which are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the bidders who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) witnesses and said drawing shall be documented. Whenever a tie involves a Connecticut firm and a firm outside Connecticut, the Connecticut firm will receive preference. Whenever a tie involves two or more Connecticut firms and one or more firms outside Connecticut, the drawing will be held among Connecticut firms only.

**17. INDEMNIFICATION REQUIREMENTS:**

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.

**18. NON-APPROPRIATION OF FUNDS:**

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

- 19. ADVERTISEMENT:**  
Unless specifically authorized in writing by the University's Communications Department on a case by case basis, the Contractor 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 Contractor's products or 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 items as are hereby contracted by the University.
- 20. ETHICAL CONSIDERATIONS:** The proposing vendor must certify that no elected or appointed official or employee or student of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this ITB, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contract 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).**
- 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 stature will be turned over 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.**
- 21. WHISTLE BLOWER PROTECTION:**  
In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. In addition you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.
- 22. FEDERAL, STATE AND LOCAL LICENSES, PERMITS AND TAXES:**  
The successful Contractor will comply with all laws and regulations regarding licenses, permits and taxes. Contractor shall keep fully informed of and shall faithfully observe all laws, national and state and local, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of contractor's and subcontractors employees.
- 23. WAIVER OF RIGHTS:**  
No delay or failure to enforce any provision of this agreement shall constitute a waiver r limitation of the University's rights under any resulting contract.
- 24. REPRESENTATIONS:**  
Each firm, by submitting a bid, represents that it: Has read and completely understands the bid document and is totally familiar with the conditions under which goods and services are to be provided including availability and cost of labor and materials.
- 25. REPAIRS TO PROPERTY DAMAGE:**  
Facilities damaged during service by the Contractor, the Contractor's agents or employees, shall be repaired and left in good condition (as found). All repairs shall be accomplished at no cost to the University.
- 26. INSURANCE:**  
The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile

liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:
  - a. Workers' Compensation: Statutory limits
  - b. Employers' Liability:
    - Bodily injury by accident: \$100,000 each accident
    - Bodily injury by illness: \$100,000 each employee  
\$500,000 policy limit
2. Commercial General Liability:
  - Combined single limit: \$1,000,000 each occurrence  
\$2,000,000 annual aggregate
3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):
  - Combined single limit: \$1,000,000 each occurrence
4. Umbrella Liability: \$5,000,000 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.

**27. EXECUTIVE ORDERS OF THE GOVERNOR:**

This ITB 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.

**28. ETHICS AND COMPLIANCE REPORTING:**

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

**29. NONDISCRIMINATION WARRANTIES:**

An executed Nondiscrimination Certification must also be provided by the Contractor with bid submission and at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

**30. THE FOLLOWING FORMS ARE MANDATORY SUBMITTALS AND MUST ACCOMPANY YOUR BID RESPONSE:**

- a) Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Bidders to submit the following state contracting forms when contracting with state agencies. By submitting a proposal in response to this ITB, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

- i. Form 1 Gift and Campaign Contribution Certification: This certification accompanies a proposal for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

<http://www.ct.gov/opm/lib/opm/OPMForm1GiftandCampaignContributionCertificationRev052615.pdf>

- ii. Form 5 Consulting Agreement Affidavit: This affidavit accompanies a proposal for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

[http://www.ct.gov/opm/lib/opm/OPM\\_Form\\_5\\_Consulting\\_Agreement\\_Affidavit\\_3-28-14.pdf](http://www.ct.gov/opm/lib/opm/OPM_Form_5_Consulting_Agreement_Affidavit_3-28-14.pdf)

- b) Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's

nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

- c) SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

[http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting\\_/seec\\_form\\_10\\_final.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10_final.pdf)

- d) Connecticut Economic Impact Form:

[http://www.biznet.ct.gov/SCP\\_Documents/Groups/1/Connecticut%20Economic%20Impact%20Form%20%28DAS-46%29.pdf](http://www.biznet.ct.gov/SCP_Documents/Groups/1/Connecticut%20Economic%20Impact%20Form%20%28DAS-46%29.pdf)

- e) Bidder Contract Compliance Monitoring Report

[http://www.ct.gov/dds/lib/dds/conversion/notification\\_to\\_bidders1.pdf](http://www.ct.gov/dds/lib/dds/conversion/notification_to_bidders1.pdf)

- f) Anti-Collusion Affidavit

Please refer to Attachment B.

**SECTION IV  
FORM OF BID  
ITB # LM102116**

To: University of Connecticut  
Purchasing Department  
3 Discovery Drive , Unit 6076  
Storrs, CT06269-6076

1. The undersigned bidder, in response to your Invitation to Bid to provide rental service of a 125 HP minimum Steam/Hot Water Boiler, having examined the Invitation to Bid, hereby proposes to provide goods and services in accordance with the specifications identified in the bid document.

The following documents must be included in your response:

- \_\_\_ Form of Bid, completely filled out and signed
- \_\_\_ Bidders Qualification Form, completely filled out and signed
- \_\_\_ Required Affidavits, Gift, Campaign, Consulting, Non-discrimination
- \_\_\_ CHRO, Contract Compliance Forms, completely filled out and signed
- \_\_\_ Insurance Certificates, must meet state requirements

2. Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_  
date date date

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the public opening and reading of the bids.
1. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Payment Terms, 2% 15, Net 45 unless stated otherwise: \_\_\_\_\_.
7. Pricing: Bidders must provide pricing on the table included in the following page.

**Monthly Rental:** \$ \_\_\_\_\_ per month

**Weekly Rental:** \$ \_\_\_\_\_ per week

Daily Rental: \$ \_\_\_\_\_ per day

Transportation to and from site: \$ \_\_\_\_\_

Installation and Disconnect: \$ \_\_\_\_\_ per event

Winterization/Start-up/Test: \$ \_\_\_\_\_ per event

**Additional Services:**

**Technician Rate (All inclusive):**

Note: 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

Straight Time: \$ \_\_\_\_\_ per hour

Overtime: \$ \_\_\_\_\_ per hour

List any additional unit pricing that your firm proposes under this service:

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

10. Please provide contact information for Technician response:

\_\_\_\_\_  
Contact person

\_\_\_\_\_  
Phone/Cell Number

\_\_\_\_\_  
Email address

Your signature below notates information contained in this Form of Bid is true and accurate.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Firm Name: \_\_\_\_\_

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

F.E.I.N. or Soc. Sec. #: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

UNIVERSITY OF CONNECTICUT



EQUIPMENT LEASE

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

This Equipment Lease (this "Lease") is made and entered into by and between:

**University of Connecticut**  
**Purchasing Department**  
**3 Discovery Drive, Unit 6076**

*and*

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

hereinafter "**University**" or "**UConn**"

hereinafter "**Lessor**"

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

University Contract  
Administrator/Phone

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

Lessor Contact/Phone

**DEFINITIONS**

Whenever the following terms are used in these Lease, the following meaning shall apply.

- A. "Acceptance" is defined in Section 12.1.
- B. "Commencement Date" is defined in Section 2.
- C. "Expiration Date" is defined in Section 2.
- D. "First Due Date" is the later of the date so identified on Schedule 1 and the date that is three business days following full execution (including execution by the Attorney General) of this Lease. The First Due Date is the date the first payment of Rent shall be due.
- E. "Hourly Rates" are the rates attached as Schedule 2.
- F. "Monthly Due Date" is the day of the month so identified on Schedule 1. The Monthly Due Date is the day of the month Rent payments other than the first Rent payment will be due.
- G. "Property" is each piece of equipment so identified on Schedule 1.
- H. "Rent" for Property is the amount calculated pursuant to Section 3.1.
- I. "Replacement Value" is the amount so identified on Schedule 1.

- J. "Services" are the services identified as "Hourly Rate Services" on Schedule 1 and any other services requested by UConn in order to utilize the Property, to the extent such services are not otherwise required of Lessor under this Lease.
- K. "Specifications" are the specifications so identified on Schedule 1.
- L. "Term" is the period identified in Section 2, unless earlier terminated pursuant to this Lease.

## TERMS

### **1. Property and Services.**

- 1.1** Lessor hereby leases the Property to UConn and UConn hereby leases the Property from Lessor for the Term.
- 1.2** Lessor shall provide UConn will any of the Services requested by UConn in writing. All such Services shall commence on-site within four hours of UConn's request.

### **2. Term and Maximum Amount Payable.**

- 2.1** The Term shall commence on [\_\_\_\_] (the "Commencement Date") and expire on May 31, 2017 (the "Expiration Date").
- 2.2** The maximum amount that may be payable to Lessor (for Rent and any Services, cumulatively) under this Lease is [\$\_\_\_\_] unless and until such maximum amount is increased by amendment to this Lease. UConn shall be obligated to make payments to Lessor hereunder only to the extent earned by and due to the Lessor under this Lease.

### **3. Rent and Payment for Services.**

- 3.1** Provided that Lessor has timely and properly performed its responsibilities under this Lease, UConn shall pay Rent monthly.
  - (a) Rent for the first month of the Term shall be calculated by multiplying the number of days in such month beginning with the date the Property is delivered to UConn pursuant to Section [\_\_\_\_] by the daily rent rate designated on Schedule 1. Such first month of Rent shall be due on the First Due Date.
  - (b) Rent for subsequent months shall be the monthly rate designated on Schedule 1. Such Rent payments shall each be due on the Monthly Due Date.
  - (c) Rent shall not be due, and the amounts of Rent shall be prorated accordingly, for any period that the Property has not been Accepted or for any period during which the Property fails to meet the requirements of Section 13.1.
- 3.2** UConn shall pay Lessor for any Services properly performed. Lessor's compensation for each such Service shall be the Hourly Rate of the individual or equipment used to provide such Service multiplied by the number of hours during which such individual or equipment provided the Services on UConn's site. Payment for Services shall, if properly invoiced, be due on first Rent due date that is greater than thirty days from the date the applicable Services were performed.

If no further payments of Rent will be due after greater than thirty days from the Service date (for example, if Services are performed in the final month of the Term), payment for the applicable Services shall, if properly invoiced, be due thirty days following the Expiration Date.

4. **Invoices.** Lessor shall invoice UConn monthly in advance no less than thirty (30) days prior to the due date.
5. **Taxes.** The parties to this Lease contemplate that the Property will be used for a governmental or proprietary purpose of UConn and, therefore, the Property will be exempt from all taxes presently assessed and levied with respect to personal property. However, in the event the use, possession, or acquisition of the Property is found to be subject to taxation or governmental charges in any form during the Term, Lessor will pay the same as the same respectively come due.
6. **Permits.** Lessor shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Property and for the Services. Lessor shall comply with all laws, rules, regulations, and ordinances applicable to the installation, use, operation of the Property and for the Services, and if compliance with any such law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Property, such changes or additions shall be made by Lessor at its own expense.
7. **Utility Charges.** UConn shall pay all charges for gas, water, steam, electricity, light, heat, or power, telephone, or other utility service to be used on or in connection with the Property.
8. **Insurance.** UConn shall maintain in effect during the Term insurance against all risk or physical loss or damage to the Property in an amount not less than the Replacement Value. Such insurance policy or policies will name Lessor and UConn as their respective interest will appear.
9. **Maintenance.** Lessor shall provide for the service, repair, and maintenance of the Property, at its own expense, so as to keep the Property in as good condition, repair, appearance, and working order. This Section is subject to Section 11.
10. **Liens.** UConn shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property, or any interest therein.
11. **Damage to, or Destruction of, Property.**
  - 11.1. UConn shall be responsible for any loss of the Property from any cause at all, whether or not insured, from the date of Acceptance. If the Property is lost, stolen, or damaged, UConn will promptly notify Lessor of such event. In the

- event of such loss or damage, UConn at its option shall: (i) promptly repair the Property to return it to good working order, (ii) request that Lessor promptly repair the Property at UConn's cost; (iii) replace the Property with like Property of the same or later model, in good condition and working order, free and clear of all liens and encumbrances and grant Lessor the right to perfect its security interest in the replacement Property and such replacement shall be substituted in this lease by appropriate endorsement; or (iv) pay Lessor the Replacement Value, less any rental payments previously paid. On such payment, UConn may mutually agree with Lessor that UConn will be entitled to the Property as is, without warranties, express or implied, including warranties of merchantability or fitness for any particular purpose, except that such Property shall not be subject to any lien or encumbrance created by or arising through Lessor. Notwithstanding anything to the contrary above contained in this Section 11, UConn shall have no responsibility or obligations if such loss or damage to the Property: (i) constitutes normal wear and tear, (ii) occurs as a result of, or during the execution of, the Services; and/or (iii) results from the act or omission of Lessor, its employees, or agents, including Lessor's failure to maintain the Property as required hereunder.
- 11.2.** Lessor shall be entitled to inspect the Property at times mutually convenient to the parties. In the event Lessor identifies, during the Term, losses that are the responsibility of UConn under Section 11.1, then (i) UConn's obligations under Section 11.1 shall survive termination or expiration and (ii) at UConn's request, the Term may be extended, at the rent in effect during the final month of the original Term, for a period reasonably necessary for UConn to fulfill its responsibilities under the option selected by UConn as provided in Section 11.1.
- 12. Delivery, Acceptance, and Return.**
- 12.1.** On the Commencement Date, Lessor shall deliver the Property to UConn at the location identified by UConn in writing. Lessor shall coordinate with UConn to determine precise time and location for delivery. Upon delivery, Lessor shall perform such tests and provide such other evidence as may be necessary to demonstrate to UConn's reasonable satisfaction that the Property then operates in manner consistent with Section 13.1. "Acceptance" occurs when UConn is so satisfied.
- 12.2.** To the extent movement and/or installation of the Property following delivery is included in the Services, Lessor shall conduct such movement/installation at the location(s) identified by UConn in writing. Lessor shall coordinate with UConn to determine precise time and location for such movement/installation. Upon movement/installation, Lessor shall perform such tests and provide such other evidence as may be necessary to demonstrate to UConn's reasonable satisfaction that the Property then operates in manner consistent with Section 13.1.
- 12.3.** Upon expiration or termination of this Lease, Lessor shall retrieve the Property at its own cost and expense. Such retrieval shall occur at the location identified by

UConn in writing. Lessor shall coordinate with UConn to determine precise time and location for retrieval.

**13. Performance.**

- 13.1.** Lessor warrants to UConn that the Property will perform in compliance with the Specifications and applicable laws and will otherwise be able to perform its intended purposes.
- 13.2.** Throughout the Term, Lessor shall, at no additional cost to UConn, shall furnish all labor, travel, and parts necessary to ensure that the Property perform in compliance with Section 13.1. This Section 13.2 is subject to Section 11.
- 13.3.** Lessor shall, at no additional cost to UConn, provide services required under Section 13.2 twenty-four hours per day, seven days per week and 365 days per year, as necessary. Lessor shall ensure that a technician arrives to the site no more than four hours after UConn informs Lessor of the need for such services.
- 13.4.** If the Property fails to meet the requirements of Section 13.1 and such failure cannot be remedied by Lessor within twelve hours of receiving written notice of the failure, Lessor shall, within twenty four hours of receiving such notice of failure, provide UConn with a substitute that complies with Section 13.1. In the event Lessor fails to provide a substitute within twenty four hours, (i) UConn may terminate this Lease, which termination shall not be subject to the requirements of Section 26 and/or (ii) Lessor shall, without limiting Section 21, be responsible to UConn for any costs UConn incurs to obtain a substitute, which responsibility shall survive termination of this Lease.
- 13.5.** Lessor shall comply will all statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Property and Services and/or the location of the Property and the performance of the Services.
- 13.6. Notice.** All notices, demands or requests provided for or permitted to be given pursuant to this Lease must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to UConn: University of Connecticut, 3 Discovery Drive, U-6076, Storrs, CT 06269 Attn: [\_\_\_\_\_]

If to Lessor: [\_\_\_\_\_]

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

14. **Assignment.** Lessor may not assign its rights or obligations under this Lease without the prior written consent of UConn and any attempt to do so shall be void, except that Lessor may assign this Lease without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Lease so long as Lessor remains liable for the performance of its obligations under this Lessor. This Lease shall inure to, and be binding upon, the parties and their respective successors, permitted assigns and legal representatives.

#### **STATE OF CONNECTICUT TERMS**

As used in the Sections that follow, the terms "Contract" and/or "Agreement" shall mean this Lease and the term "Contractor" shall mean Lessor.

15. **Representations and Warranties.** Lessor represents and warrants to UConn that, to the best of Lessor's knowledge, information and belief:
- (a) Lessor is a [\_\_\_\_] operating under the name of [\_\_\_\_], duly organized, validly existing and in good standing under the laws of the State of [\_\_\_\_], authorized to conduct business in the State of Connecticut in the manner contemplated by this Lease.
  - (b) Lessor has taken all necessary action to authorize the execution, delivery and performance of this Lease and has the power and authority to execute, deliver and perform its obligations under this Lease.
  - (c) Contractor will comply with all applicable Laws in satisfying its obligations to the University under and pursuant to this Agreement.
  - (d) Contractor's execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of any laws; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
  - (e) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner.
  - (f) As applicable, Contractor has not, within the three years preceding the date of this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform services under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to,

violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (g) Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.
  - (h) Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor. Contractor's participation in the Agreement is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics
  - (i) Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.
  - (j) Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.
  - (k) Contractor owes no unemployment compensation contributions.
  - (l) 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.
- 16. Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 17. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
- 18. Sovereign Immunity and Claims.** (a) The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern. (b) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**19. Insurance.** The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

(a) Commercial General Liability

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

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

(b) Umbrella Liability Insurance: Umbrella liability (following form) in the amount of \$5,000,000 per occurrence.

(c) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence

(d) Workers' Compensation and Employer's Liability: As required under state law.

(e) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

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

Contract. Policies shall waive the right of recovery against the University and shall, other than the Workers' Compensation and Employer's Liability policy, be primary.

**20. Indemnification.** The Contractor shall indemnify and hold harmless the University, the Board of Trustees of the University of Connecticut, and the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from the negligent, reckless, willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement.

**21. Non-discrimination.**

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

municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books,

records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

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

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

- 23. Executive Orders.** Contractor agrees that this Agreement may be subject to the provisions of the following Executive Orders (copies of which are available upon request): Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this

Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of this Agreement as if it had been fully set forth in it.

- 24. Campaign Contribution Restrictions.** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 25. Termination for Cause.** The University may terminate this Agreement for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the Agreement. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why this Agreement should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
  - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate this Agreement at that time by written notice of such termination.
  - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate this Agreement at that time by written notice of such termination.
  - (d) The University will be obligated only for rent for the period prior to the date of Notice of Termination.
  - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 26. Termination for Convenience.**
- (a) The University may terminate this Agreement in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
  - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days' written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt

requested. Termination will be effective as of the close of business on the date specified in the notice.

**27. Use of University Marks.** Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Trademark Licensing. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

**28. Background Checks.**

(a) The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Agreement 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 (7) 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 Agreement 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.

(b) Without limiting the obligations of the Contractor under Section 21 of this Agreement, 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.

**29. 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.

**30. Additional Required Contractor Signature Authority, Affidavits and Certifications.**

(a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.

(b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original found at: [http://www.ct.gov/opm/lib/opm/finance/psa/oag\\_nondiscrim\\_certification\\_080207\\_fillable\\_for\\_m.doc](http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_for_m.doc)

**31. Entire Agreement.** This Agreement, including the exhibits and schedules, if any, attached hereto, and any plans, drawings, specifications, affidavits, maps, booklets or parts thereof, contains the entire agreement of the parties and all prior negotiations, agreements and understandings are merged herein.

**32. Amendment.** All revisions to this Agreement 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.

33. **Survival.** The indemnification obligations of the Contractor under this Agreement survive termination or expiration of this Agreement.
34. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned: Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

[signature page follows]

DRAFT

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

**UNIVERSITY OF CONNECTICUT:**

[ ]:

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

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

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

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

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

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

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

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

**AGO Approval (As to Form)**

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

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

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

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

**ATTACHMENTS**

- Exhibit A: SEEC Form 11**
- Schedule 1: Certain Terms**
- Schedule 2: Hourly Rates**

## EXHIBIT A

### SEEC FORM 11

#### CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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

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

#### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

#### DUTY TO INFORM

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

#### PENALTIES FOR VIOLATIONS

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

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

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

### **CONTRACT CONSEQUENCES**

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

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

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

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

### **DEFINITIONS**

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

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

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state

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

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized

by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

DRAFT

**SCHEDULE 1**

**Certain Terms**

**A. PROPERTY**

<b>Equipment (Model and Serial Number)</b>	<b>Replacement Value</b>	<b>Daily Rent for Initial Month</b>	<b>Due Date for Initial Month</b>	<b>Monthly Rent for Subsequent Months</b>	<b>Due Date for Subsequent Months</b>

**B. SPECIFICATIONS**

- 125 HP minimum
- 400 feet of temporary steam hose 6" flanged both ends with several 2" IPS ball valves
- Electrical 208 v or 480 v
- Oil fired burner
- At least 1000 gallon oil tank
- Boiler needs to be capable of producing steam up to 65# or Hot Water.

**C. HOURLY RATE SERVICES**

- Winterization after each use
- Connect and disconnect
- Movement of Property for each use (excluding delivery at the beginning of the Term and retrieval at the end of the Term)

**SCHEDULE 2**

**HOURLY RATES**

DRAFT

**ITB # LM102116, ATTACHMENT B  
ANTI-COLLUSION AFFIDAVIT**

**ANTI-COLLUSION AFFIDAVIT  
AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS**

**STATE OF** \_\_\_\_\_ )  
 ) **ss.:**  
**COUNTY OF** \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:  
(Type or print name)

that he or she is the \_\_\_\_\_ of  
(Type or print title)

\_\_\_\_\_, who submits herewith  
(Type or print name of company/firm)

to the \_\_\_\_\_ attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_

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

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

**ITB # LM102116, ATTACHMENT C**  
**SEEC FORM 11 – CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Rev. 1/11

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

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

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

**DUTY TO INFORM**

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

**PENALTIES FOR VIOLATIONS**

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

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

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

**CONTRACT CONSEQUENCES**

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections

Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose

authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

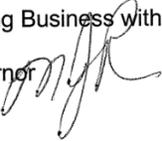
ITB # LM102116, ATTACHMENT D  
GOV. RELL'S STATE ETHICS MEMORANDUM



M. JODI RELL  
GOVERNOR

STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

**MEMORANDUM**

To: Vendors Conducting Business with the State of Connecticut  
From: M. Jodi Rell, Governor   
Subject: State Ethics Policy  
Date: September 28, 2004

---

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.