# STATE OF CONNECTICUT

# THE UNIVERSITY OF CONNECTICUT

## Agreement for the Provision of Facilities Services

**Food Service Hood and Duct Cleaning**

**UConn Contract No. DS042718-1**

This Agreement is by and between the **University of Connecticut** (the **"University"**) and **[____]** a **[____ corporation, LLC, etc.]** having an office at **[_____] (**the **"Contractor"**).

**WITNESSETH**

**WHEREAS,** the University desires to engage the Contractor to perform certain services in and around certain of the University's facilities and the Contractor wishes to perform the same and

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

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

## I. DEFINITIONS

**"Additional Activities"** is defined in Section III.C.2.a.

**"Additional Areas"** is defined in Section III.C.2.b.

**"Additional Services"** is defined in Section III.C.2.

**"Agreement"** or **"Contract"** shall mean this Agreement and all exhibits and schedules hereto.

**"Basic Services"** is defined in Section III.B.1.

**"Basic Flat Fee Services"** are any Services so designated on Schedule A-1 entitled "Basic Flat Fee Services".

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



DRAFT

**"Contract Period"** shall mean each time period shown on the chart in Section IV.B.

**"Contractor's Representative"** shall mean that person identified as Contractor's Representative in Article X, Section B.

**"Designated Hours"** are the hours designated on Schedule C or such other hours as the parties may agree to in writing.

**"Extension Option"** is defined in Article II, Section B.

**"Extension Term"** is defined in Article II, Section B.

**"Flat Fee"** is defined in Section IV.B.

**"Holidays"** are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

**"Hourly Rates"** are the rates listed on Schedule A-1 section 4 entitled "Compensation for Additional Services".

**"Initial Term"** is defined in Article II, Section A.

**"Item"** is an element of the University's property on which the Services are conducted.

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

**"Response Times"** are any periods of time within which the Contractor is required to respond to UConn needs. Any applicable Response Times are included on Schedule B.

**"Service Areas**" shall mean the locations, facilities, or equipment on which Basic Services shall be performed, which locations, facilities, or equipment are set forth on Schedule A-2. Additional Areas are considered Service Areas during the period Additional Services are requested thereon.

**"Services"** are the Basic Services and any Additional Services requested by the University.

**"Specifications"** are attached as Schedule A.

**"Subcontractor Cost"** is the costs the Contractor evidences, to the University's reasonable satisfaction, to have been incurred by the Contractor for a subcontractor's performance of some or



DRAFT

all of an Additional Services. Subcontractor Costs shall be due hereunder only to the extent approved by the University in advance.

**"Term"** is the Initial Term and any and all exercised Extension Terms.

**"Time and Material"** is, as to any Service: **(i)** the product of any applicable Hourly Rates for each of the Contractor's personnel that provided such Service, multiplied by the number of hours expended by such personnel on such Service; plus **(ii)** the costs the Contractor evidences, to the University's reasonable satisfaction, to have been incurred for material consumed or installed as part of the Services (excluding any material for which the cost is included in the Hourly Rates); plus (iii) the costs the Contractor evidences, to the University's reasonable satisfaction, to have incurred for equipment rental as part of the Services (excluding any equipment for which the cost is included in the Hourly Rates); **(iv)** an amount equal to any Material and Supply markup specified on Schedule A-1 of any material cost described in (ii); plus **(v)** an amount equal to any Equipment markup specified on Schedule A-1 of any equipment described in iii); plus (vi) any Subcontractor Cost approved by the University in advance; plus **(vii)** an amount equal to any Subcontractor markup specified on Schedule A-1 of any such Subcontractor Cost. The Contractor shall provide UConn with such evidence of costs included in Time and Material as UConn may request.

**"University's Representative"** is, for matters relating to a Campus, the person identified in Article X, Section A as the University's Representative for such Campus, or such other individual(s) as the University may designate in writing.

## II. TERM OF AGREEMENT

A. Initial Term. This Agreement shall be effective as of _____ (the **"Effective Date"**) and shall continue until and including _____(the **"Initial Term"**) unless sooner terminated in accordance with this Agreement.

B. Extensions.

1. *Options*. The University shall have options to extend this Agreement (each, an **"Extension Option"**) for three (3) additional periods of one (1) year each (each, an **"Extension Term"**), or for parts thereof.

2. *Terms*. The terms and conditions applicable during an Extension Term shall be the same terms and conditions contained herein.

3. *Exercise*. To exercise an Extension Option, the University shall provide written notice to the Contactor's Representative no later than thirty days prior to end of the then-ongoing Term. If requested by the University, the Contractor shall enter into an amendment to this Agreement memorializing the exercise of an Extension Option (provided that the forgoing shall not be construed as requiring any such amendment to exercise an Extension Option). The University shall exercise an Extension Option at its sole discretion. If the University declines to exercise an Extension Option, this Agreement shall expire effective on the expiration of the then-ongoing Term.

C. Amendment Terms. Except as provided in Section III.C.1 (requests for Additional Services), Section III.D.1 (reductions of services), and Section II.B.3 (extensions), revisions to this Agreement, shall be made by written amendment executed by both parties and, if required, approved by the Office of the Attorney General. Without limiting the preceding sentence, all revisions and/or supplements to this Agreement shall be made in writing acknowledged by the University and the Contractor.

## III. SCOPE AND SCHEDULE OF SERVICES



DRAFT

A. Generally.

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

2. *Inclusions.* Except as otherwise expressly set forth herein, the Contractor shall provide, at the sole cost and expense of the Contractor, all labor (including any required training, licensing and certification), supervision, equipment, tools, parts, materials, and supplies, which are required to perform the Services.

3. *Additional Services, Generally.* In the event the Contractor believes services requested by the University are not included in the Basic Services, the Contractor shall so inform the University in writing prior to performing such services. Upon agreement between the University and the Contractor that such services are not included in the Basic Services, the Contractor shall be compensated therefor pursuant to Section IV.C.

B. Basic Services.

1. *Scope*. **"Basic Services"** are any Basic Flat Fee Services and all other obligations of the Contractor under this Agreement, except for the obligation to provide Additional Services. Details of a Basic Service not explicitly stated in this Agreement, but necessarily attendant to services so stated, are acknowledged by the Contractor to be included as a part of the Basic Services.

2. *Frequency and Schedule*.
   a. The Contractor shall perform the Basic Services as frequently as necessary to meet the Specifications and the other standards included in this Agreement. Notwithstanding anything to the contrary in this Agreement, frequencies stated in this Agreement are the minimum required and shall not absolve the Contractor of its responsibility to comply with the preceding sentence.

   b. Unless the University's Representative otherwise instructs the Contractor in writing, the Contractor shall perform each Basic Service with a frequency no less than the frequency specified in the Specifications.

   c. The Contractor shall perform each Service during the Designated Hours applicable to such Service. If no Designated Hours are provided in this Agreement, services shall be provided between the hours of 7:00 AM and 5:00 PM, Monday through Friday.

   d. The Contractor shall respond to any UConn needs specified on Schedule A within any Response Times designated on Schedule B.

3. *Compensation*. The Contractor's compensation for the Basic Services shall be as specified in Section IV.B.

C. Additional Services.

1. *Generally.* During the Term of this Agreement, the University may unilaterally require, by written order, that the Contractor perform Additional Services.
2. *Types of Additional Services*. **"Additional Services"** are the following:

   a. In the event the University requests that the Contractor perform activities not then included in the Basic Services (**"Additional Activities"**).



DRAFT

b. In the event the University requests that the Contractor perform Additional Activities in areas not then included in the Service Areas (**"Additional Areas"**).

D. Reduction of Services.

1. *Generally.* During the Term of this Agreement, the University may unilaterally reduce the Services by written order. The University may, at its discretion, require that such reduction be commemorated by written amendment to this Agreement.

E. Equipment and Supplies.

1. *Equipment*. All supplies and equipment necessary to perform the Services (**"Equipment"**) will be provided by the Contractor at its own expense.

   a. All Equipment shall be new or like-new.

   b. The University may require that the Contractor purchase any Equipment the University reasonably deems necessary to perform the Services and, without limitation, reserves the right to require specific Equipment.

   c. The Contractor shall be responsible for providing and maintaining all Equipment.

   d. The Contractor shall maintain an adequate supply of Equipment at all times and shall keep enough emergency equipment on-site to respond to emergencies.

   e. In the event the Contractor fails to maintain a supply of Equipment as required under this Section, the University reserves the right to (without being obligated to do so) supply the necessary Equipment and to withhold the costs thereof from amounts otherwise due to the Contractor under this Agreement.

   f. The remedies described in this Section are not exclusive. Nothing herein shall limit the University rights to more than one of the remedies described in this Section and/or to other remedies under this Agreement, in law, or in equity.

2. *Maintenance and Storage*. The Contractor is responsible for keeping all supplies in its control and all Equipment, including personal protective equipment, well maintained and compliant with Law and shall check the same periodically for safety hazards. All supplies in the Contractor's control and all Equipment is to be stored out-of-sight in the appropriate designated area(s) when not in use. The Contractor shall be responsible for using all products as indicated by the manufacturer.

3. *Compliance*. The Contractor shall comply with all Laws, including OSHA requirements, and maintain the appropriate Material Safety Data Sheets (**"MSDS"**) wherever it uses and/or stores chemicals on University property. The Contractor will also provide the University's Representative with a composite manual on each MSDS. The MSDS shall be kept current. Upon request, the Contractor shall submit a written list of all supplies with attached MSDS intended for use in the Service Areas. All chemicals and supplies must be properly labeled and stored according to OSHA regulations. Supplies and chemicals shall be discussed during the semi-annual vendor review meeting, to include topics such as: reporting, cost reduction, supply distribution, usage, standardization and green cleaning. The Contractor shall work with the University on an ongoing basis to test new supplies, methods, processes and consumables to develop program improvements.



DRAFT

**IV. COMPENSATION**

A. Maximum Amount Payable. The maximum amount payable to the Contractor under this Agreement is **[_____].** The University shall be obligated to pay the Maximum Amount Payable only to the extent due to the Contractor under this Section IV. The parties acknowledge that additional funds may be necessary to compensate the Contractor for Additional Services and, in such event, the Maximum Amount Payable will be increased accordingly by amendment to this Agreement.

B. Compensation for Basic Services.

1. *Basic Flat Fee Services.* The Contractor's compensation for any Basic Flat Fee Services for the initial Term shall be the flat fee designated for such service at a specific location as outlined in Schedule A-1 (each, a **"Flat Fee"**).

C. Compensation for Additional Services. In the event the University requests Additional Services, the University shall compensate Contractor for such Additional Services on a Time and Material basis as set forth in Schedule A-1.

D. Compensation Adjustment for Removed Services. In the event of a reduction in Services, the University shall have the option of reducing the Contractor's compensation by an equitable amount agreed to by the parties.

E. Payment Terms, Invoices, and Payment Schedule.

1. *Generally*.

a. The Contractor shall submit monthly invoices for payment in the form, and including the detail and information, required by the University.

b. The invoiced amount shall be for any Services performed in the preceding month for which compensation is due under this Agreement.

c. Each service location will have be invoiced separately.

2. The Contractor shall submit such invoices, in arrears, no later than the 15th day of each month. The University shall pay such invoices within forty-five (45) days following receipt. Invoices shall include detailed information, including, location of equipment serviced, service performed, identification of specific equipment serviced, and parts and materials used along with any supporting documentation as the University may request. Without limiting the foregoing, the Contractor shall submit a certified payroll record, utilizing the form furnished by the Connecticut Department of Labor. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.

3. If the University pays an invoice within 15 days of receipt, the University shall be entitled to a discount in the amount of two percent (2%) of the invoiced amount.

F. Withholding of Payment. If the University believes that the Contractor has not performed according to this Agreement, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University shall notify the Contractor in writing of its intent to do so at least ten (10) days in advance and that the University shall not so withhold payment if the Contractor resolves the performance issue within such ten day period.

G. Travel Expenses. Without limitation, the University shall not be responsible for the payment of any of Contractor's travel expenses.



DRAFT

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

## V. PERFORMANCE, GENERALLY

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

a. Occupational Safety and Health Administration (OSHA) requirements;

b. University policies and the provisions of the University's *"Construction, Service and Maintenance Contractors Manual*". The referenced manual can be found here: http://ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf;

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

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

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

C. Use of Vehicles on University Property. Driving on sidewalks located on University property, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, the Contractor's drivers will employ adequate care so as to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff of the University, as well as the aesthetic beauty of the University, the driving speeds on campus shall be kept under 25 miles per hour, pedestrians shall be given the right of way at all times and all traffic signs, lights and/or other indicators, including parking signs, shall to be strictly obeyed. The Contractor shall be responsible to measure all access routes to intended delivery areas, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries and for coordinating the delivery with the appropriate University representative. Without limiting the foregoing, the Contractor shall use vehicles on campus only in a manner consistent with this Agreement.

## VI. CONTRACTOR AND STAFFING QUALIFICATIONS

A. Staffing.

1. *General Administrative Requirements.*

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



DRAFT

associated with excessive hours to perform the required task or an excessive number of persons utilized to complete the necessary task.

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

c. The Contractor shall not subcontract any Services under this Agreement without the prior written consent of the University Representative. All subcontractor personnel shall carry personal identification and evidence of such license and/or certification, as applicable, at all times while on University property and be prepared to provide such identification and evidence to University personnel upon request. Any subcontractors hired directly or indirectly by the Contractor must be named prior to the start of work. Furthermore the Contractor must review the subcontractor(s) workers compensation experience rate, OSHA record, and safety program and shall not enter into any subcontract, or allow any subcontract for the Services to be entered into, with an entity with a rate of 1.0 or greater, outstanding OSHA violations or actions, or an inadequate safety program. The Contractor shall require the subcontractor to sign and submit EHS manual affidavit forms satisfactory to the University prior to starting work. For specialized emergency work, such as restoration after a fire, some or all these prerequisites may be waived by the University Representative in writing; provided, however, that in such event, the Contractor shall be responsible for providing full-time supervision of the relevant subcontractor(s).

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

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

f. Nothing in this Agreement shall absolve the Contractor from its responsibility under Section VI.A.1.a.

g. The Contractor represents and warrants that all of the Contractor's employees that perform Services will be either citizens of the United States or legally eligible to work in the United States. The Contractor represents and warrants that it complies, and will continue to comply, with all applicable immigration laws and regulations.

h. In the event an employee of the Contractor reports or complains of any type of harassment from a University staff member or another of the Contractor's employees, then the incident is to be immediately reported to the University. In addition, if at any time an employee of the Contractor is asked to do anything outside the scope of this Agreement, then the incident is to be immediately reported to University Procurement Services. Furthermore, the University will not allow any employee of the Contractor to do any personal work, paid or as a favor, for anyone with influence over the management of this Agreement. The Contractor shall report any incidents in violation of the preceding sentence to University Procurement Services in a timely manner.



DRAFT

2. *Personnel and Key Personnel.*

   a. The Contractor shall provide any personnel listed on Schedule C, which personnel shall, without limitation, perform any duties assigned to such personnel on Schedule C.

   b. **"Key Personnel"** are any individuals that are designated by name on Schedule C. In the event the Contractor desires to substitute any Key Personnel, either permanently or temporarily, the Contractor shall provide written notice to the University's Representative of the proposed substitution and the University shall have the right to disapprove the proposed personnel change by written notice to the Contractor.

   c. No person may be in a supervisory position over a family member or person with a significant personal relationship to such supervisor.

   d. The Contractor shall maintain a record of the name, address, and date of hire of each member of its personnel providing Services and shall provide such records to the University's Representative.

B. Wages.

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

2. The Contractor shall comply with any wage obligations owed to its employees under any collective bargaining agreement.

C. Training and Supervision.

1. The personnel employed by the Contractor shall be capable employees, trained and qualified in the Services. All personnel will receive close and continuing first-line supervision by the Contractor.

2. The Contractor's employees must wear identifiable uniforms approved by the University and name tags that include the Contractor's name, the employee's full name, and the employee's picture and must carry UConn-issued identification. The Contractor's employees must also wear proper personal protective equipment whenever appropriate. The Contractor shall supply all such uniforms and personal protective equipment.

3. All the Contractor's employees shall utilize computerized time clocks provided by the Contractor to clock in and out. The University shall have access to the headcount information at all times. The Contractor shall also maintain a sign-in sheet, which shall document name, sign-in/out time, and key issuance. The Contractor shall ensure that the clock-in/out process is accurate, effective and efficient.

4. The Contractor's personnel will interact with University employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from University employees, students, or visitors, and will not use State owned telephones for personal calls, argue on the job, conduct outside business at University locations, use University equipment or supplies for personal reasons or to satisfy responsibilities of the



DRAFT

Contractor under this Agreement, or take University materials, equipment, or supplies, including those belonging to employees, for any reason. The Contractor's personnel will not accept gifts or gratuities from anyone at the University for any reason. The University has the right to, at its judgment, remove, or require the removal of, any of the Contractor's personnel from any University location.

5. When notified by the University of an act of theft or dishonesty by the Contractor's personnel, and such act is not reasonably in dispute, the Contractor shall immediately reimburse the University for the amount of the University's resulting loss without waiting for any potential reimbursement or recovery from the Contractor's fidelity carrier.

6. The Contractor shall ensure that its personnel receive training necessary to properly perform the Services. Such training shall be consistent with this Section 6; provided, however, that the University may request any such training as it reasonably deems appropriate. Evidence of training must be provided upon request of the University.

   a. Training shall be provided to an employee prior to such employee commencing Services and shall be refreshed at appropriate intervals or as otherwise requested by the University. All such training shall be at no cost to the University. The University's Representative must approve all training programs.

   b. Without limiting the forgoing, training shall include: (i) blood-borne pathogen training, (ii) asbestos awareness training, (iii) appropriate chemical "hazard" communication training, (iv) workplace safety training, (v) orientation to the area(s) being serviced, (vi) green training, (vii) trash compactor training, (viii) radiation safety training, and (ix) electrical safety training.

   c. At times special circumstances may arise in which the University would require that the responsibilities of one or more members of the Contractor's personnel change for a short period of time. As such, the Contractor must ensure that personnel are trained to be flexible and able to handle special circumstances as they arise.

7. The Contractor's supervisors must all be able to speak, read and write fluent English.

## VII. OBLIGATIONS OF THE UNIVERSITY

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

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

## VIII. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND GUARANTIES

A. Representations and Warranties. Without limiting the other representations, warranties, or obligations of the Contractor hereunder, the Contractor represents and warrants to the University, which representations and warranties shall survive the termination of this Agreement, that:

1. The Contractor is a corporation operating under the name of in the opening paragraph of this Agreement; is duly organized, validly existing and in good standing under the laws of the State

of Connecticut; and is authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.

2. The Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement.

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

4. The 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: (a) any provision of any of the Laws; (b) any order of any court or the State; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

5. The 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.

6. As applicable, the Contractor has not, within the three (3) 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. The 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.

7. The Contractor has not within the three (3) 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.

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

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

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

11. The Contractor owes no unemployment compensation contributions.

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

13. All of the Contractor's vehicles have current registrations and, unless such vehicles are no longer in service, the Contractor shall not allow any such registrations to lapse. Such vehicles shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by Connecticut Department of Motor



DRAFT

Vehicles or as required by provisions imposed by the law of the jurisdiction where the motor vehicle is registered. Each person who uses or operates a motor vehicle at any time in the performance of this Agreement for the Contractor shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by Connecticut Department of Motor Vehicles such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

B. Guarantees. Without limiting the other guarantees or obligations of the Contractor hereunder, The Contractor hereby guarantees, which guarantees shall survive the termination of this Agreement that the Contractor shall:

1. Perform fully under this Agreement;

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

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

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

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

C. Warranty. Without limiting the other warranties or obligations of the Contractor hereunder, the Contractor warrants that the Services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements of this Agreement. Services which do not meet the University's standards will be performed again until standards are met.

## IX. MISCELLANEOUS

D. Keys. The Contractor shall be provided all keys necessary to perform the Services. The Contractor shall be responsible for security and tracking of all keys, which the University may audit at any time. All keys shall be issued on a welded ring. If key(s) are lost by the Contractor or its personnel, the loss must be reported at, or prior to, shift end. The cost of re-keying each and every lock opened by the lost key(s) shall be borne by the Contractor, as well as the cost of the new key(s). The Contractor shall ensure that its personnel do not to lend key(s) to anyone without the consent of the University's Representative.



DRAFT

E. Transportation. The Contractor shall transport its employees from the parking area to their work locations. The Contractor shall only park vehicles at the work locations if given permission by the University's Representative. The Contractor will be required to acquire a "Vendor Parking Pass" from the University's Parking and Transportation services for each vehicle used in the execution of this contract. Employees may purchase parking passes for personal vehicles. However, parking shall be restricted to locations approved by the University's Representative. A list of all permitted vehicles must be provided to the University's Representative.

## X. CONTRACT MANAGEMENT AND COMMUNICATIONS

A. University's Representative
[_____]

B. Contractor's Representative
[_____]

C. Contract Management Changes. After execution of this Agreement, any changes in the information contained in this Article X will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record. This Section C shall not allow substitutions of Contractor's personnel not otherwise permitted under this Agreement.

## XI. CONTRACTOR'S INSURANCE

A. Contractor's Insurance Requirements

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

2. The Contractor shall maintain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance and commercial general liability insurance with limits no less than those set forth below, all at no cost to the University or the State of Connecticut.

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

3. Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has



DRAFT

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 shall list the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State will not be listed as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance.** Certificates of insurance shall clearly indicate the title and date of this Agreement or some easily identifiable reference to the Contractor's relationship to the University. Certificates of insurance showing such coverages as required in this section will be filed with the University prior to the time this Agreement is executed on behalf of the University. Upon the request of the University, the Contractor will provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

**XII. CONTRACTOR'S INDEMNITY AND ASSUMPTION OF LIABILITY**

A. 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 to the extent arising from the failure of the 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.

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

C. Nothing in this Article will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified under this Article against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of such indemnified party, or such party's agents or employees, if such indemnification would be in violation of Connecticut General Statutes §52-572k.

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

**XIII. TERMINATION**

A. Termination.

1. *For Convenience*. The University may, upon sixty (60) days' written notice, terminate performance of work under the 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.



DRAFT

2. *For Non-appropriations of Funds.* If funds needed for the continued payment by the University of the amounts that would become under this Contract are at any time not forthcoming or insufficient, either due to the Connecticut Legislature declining to provide funds or due to the alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty on thirty (30) days' written notice documenting the lack of funding. In such event, and unless otherwise agreed to, the Contract shall become null and void on the last day of the fiscal year for which appropriations were received; provided, however, 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 and Contractor agree to reestablish a contract under the same provisions, terms and conditions of this Contract. This paragraph shall survive termination of this Contract.

3. *For Cause*: The University may terminate this Agreement, in whole or in part, for cause. Such termination shall be effected as follows:

    a. The University shall provide the Contractor with a Notice to Cure citing the instances of noncompliance with the Contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the Contract should not be terminated and recommend remedies to be taken.

    b. If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement to effect such solution.

    c. If a mutually agreed upon solution cannot be reached within ten (10) days of receipt of Notice to Cure by the Contractor, the University may terminate the Agreement by written notice to the Contractor.

    d. If the mutually agreed upon solution described above is not implemented within thirty (30) days from the date of such agreement, the University may, at its option, and without limiting its remedies under this Agreement or at law or equity, (i) terminate the Agreement by written notice to the Contractor or (ii) procure the subject goods or services from another source and charge any cost difference to the Contractor.

B. <u>Obligations of Contractor upon Termination by the University</u>.

1. Upon the date of termination, the Contractor shall cease the performance of Services as directed by the University, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection and preservation of University property. Except as otherwise instructed by the University, the Contractor shall terminate any subcontracts entered into by the Contractor in connection with the Services and shall not enter into any further subcontracts, purchase orders or commitments as regards this Agreement.

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

C. <u>Payment in the Event of Termination</u>.

1. If the University terminates this Agreement for convenience as provided in Section A.1 of this Section XIII or for non-appropriation of funds as provided in section A.2 of this Article, the Contractor shall be entitled to receive, as its sole remedy, (i) all amounts due and owing as of the effective date of termination plus (ii) an amount equal to the Contractor's actual and reasonable costs incurred after the effective date of termination to protect and



DRAFT

preserve the Service Locations, if and as requested by the University. The Contractor hereby waives and forfeits all other claims for payment and damages including, without limitation, anticipated profits.

2. If the University terminates this Agreement "for cause" under Section A.3 of this Section XIII, the amounts due and owing as of the effective date of termination, if any, shall be withheld until such time as the University is able to determine any and all damages sustained by the University which arise from such breach. In the case of a termination for cause, Contractor shall be responsible for (a) any and all costs and expenses incurred by the University to engage another contractor to perform such Services in excess of the price that would have been paid to the Contractor under the terms of this Agreement for such Services and (b) all such other costs, expenses, liabilities and damages incurred by the University which arise as a result of the Contractor's noncompliance and/or nonperformance under this Agreement. Once the University has determined the total amount of such damages, the amount, if any, due and owing to the Contractor on the effective date of termination shall be reduced by the amount of such damages. If the damages exceed such amount due, the Contractor shall promptly pay to the University the amount of such excess. If such amount due exceeds the University's damages, the University shall remit payment to the Contractor in the amount of such excess. Under no circumstances shall the Contractor be entitled to receive, nor shall the University be obligated to tender to the Contractor, any payments for anticipated or lost profits.

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

## XIV DISPUTE RESOLUTION

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

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

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

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

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

B. Arbitration or Litigation of Disputes

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

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

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

## XV. BOOKS AND RECORDS

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

B. Retention of Records. The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of one (1) year after the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the University and the terms of this Agreement. Copies of all records and documents shall be made available to the University upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in the preamble to this Agreement, Contractor's Representative at the address listed herein for the duration of this Agreement. Any records not available at the time of an audit will be deemed unavailable for audit

purposes. The Contractor shall advise the University of the location of all records pertaining to this Agreement and shall notify the University by certified mail within ten (10) calendar days if/when the records are moved to a new location.

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

**XVII. MISCELLANEOUS**

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

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

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

*If to the University*: To the University's Representative,
*with a copy to*
Dennis Sienna
Procurement Services
University of Connecticut
3 Discovery Drive, Unit 6047
Storrs, CT 06269-6047

*If to the Contractor*: To the Contractor's Representative. If no address is provided in this Agreement for the Contractor's Representative, the address shall be that designated in the opening of this Agreement

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

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

E. Nondiscrimination and Affirmative Action Provisions and Executive Orders.

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



DRAFT

(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 Conn. Gen. Stat. § 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



DRAFT

to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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.



DRAFT

(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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a



DRAFT

State contract, 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. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

G. Large State Government Contracts.

1. If the Contractor is a large State contractor, the Contractor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised.

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

3. Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

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



DRAFT

H. Campaign Contribution Restrictions. For all State contracts as defined in P.A. 010-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) attached hereto as Exhibit 1.

I. Entire Agreement. The Schedules hereto are a part of this Agreement. Any conflict or inconsistency between any such Schedule and the body of this Agreement shall be subject to Section XVII.J. This Agreement contains the entire Agreement between the parties as regards the subject matter hereof. No prior stipulation, agreement or understanding, verbal or otherwise, between the parties, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this Agreement.

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

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

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

M. 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.

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

O. Vendor Code of Conduct.

1. 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.

2. 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



DRAFT

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.

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

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

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

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

T. Force Majeure.

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

2. The Contractor shall supply the University with a contingency plan for any potential work disruption, at least sixty (60) days prior to the anticipated event. The University reserves the right to reject or accept the plan. Failure to provide such a contingency plan or to obtain the University's approval thereof shall, notwithstanding Section 1 of this Section T, render a work disruption not a force majeure.

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

V. Background Checks.



DRAFT

1. 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 completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under this Agreement on campus: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University, based on a concern of community or individual safety.

2. Without limiting the other indemnification obligations of the Contractor under 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 Contractor, its employees, or other persons that Contractor causes to be on the campus.

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

X. Use of University Name and Marks. Except as expressly authorized in this Agreement, Contractor is not permitted to use any University name or mark without prior written approval of the University's Office of Trademark Licensing or such other University official as the University may designate. "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.

Y. 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.

## XVIII. 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.



DRAFT

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. The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and an Iran Certification Form (OPM Form 7) which must each accompany large State construction or procurement contracts with a value of $500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

C. An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

[signature page follows]

DRAFT

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

**University of Connecticut**

By _____

Name: _____

Title: _____
Statutory Authority: C.G.S. Sections 4a-52a, and 10a-151b

Date signed: _____

**[_____]**

By: _____

Name: _____

It's Duly Authorized _____

Date signed: _____

Approved as to form:

By: _____
Assistant/Associate Attorney General

Date: _____

**EXHIBITS & SCHEDULES**

**Exhibit 1:** SEEC Form 11
**Schedule A:** Specifications (Schedule A-1 and Schedule A-2 collectively)
**Schedule A-1:** Scope
**Schedule A-2:** Service Areas
**Schedule B:** Designated Hours and Response Times
**Schedule C:** Personnel

DRAFT

EXHIBIT 1 - **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



DRAFT

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 resulting the contract being voided.

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

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

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

### DEFINITIONS

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with



DRAFT

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 A**

**Specifications**

Schedule A is composed of Schedules A-1 and A-2, collectively, each of which are attached immediately following this page

DRAFT

## Schedule A

### Schedule A-1: Specifications – Scope

Contractor shall provide University with Basic Flat Fee Services and Additional Services as set forth below:

1. **Basic Flat Fee Services:**

A. Contractor will provide hood and duct work cleaning and maintenance services per the specifications and frequencies stated herein. All services shall be performed in a manner that meets OEM instructions, NFPA Standard 96 (Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations), the University's special requirements and all applicable State and Local Codes.

B. Contractor will provide service in accordance with the National Fire Protection Association Standard 96 which requires that the complete hood exhaust system be cleaned down to bare metal. In addition, Contractor will perform services in a manner that meets University's special needs and causes no damage to equipment. Contractor will provide University with a dedicated account representative that will work with University Dining Services to schedule cleaning and maintenance services.

C. Contractor shall use alkaline based and biodegradable chemicals that are USAS approved for food service use. Contractor will be billed for any University supplies it uses in providing service.

D. Contractor will not stand on any kitchen equipment to gain access to hoods, ducts, etc. The Contractor shall provide all ladders and/or scaffolding required to meet this requirement

E. The Contractor will clean the entire system, including all parts, hoods, ducts, troughs, drip pans, plenums, screens, baffles, roof fan units, any drain pipes leading from hood or drip pans, etc. All removable components of the system shall be dismantled, and scraped, prior to pressure washing. All (existing) screens and baffles are to be re-installed as the hoods are cleaned.

F. Contractor will protect the entire area surrounding the work (walls, floors and equipment) and leave the area clean after service is completed. The Contractor shall return and clean up any spillage or residue that is discovered by the University after the performance of any service at no additional charge to the University. The Contractor will be charged for Dining Services labor for any clean-up not completed by the Contractor. Should any damage occur to University equipment, property or facilities, the Contractor will be charged for the cost of completing all necessary repairs or replacements.

G. The Contractors Foreman/Lead Technician shall perform a post-service inspection of each location at least one (1) hour after service is performed. Cleanliness of site and proper operation of hoods, fans, etc. shall be verified and if necessary corrected during this inspection.

H. The Contractor will provide three (3) copies of its "documentation of services" each time service is performed. One copy of this documentation will be dropped off with access keys when service has been completed at the service location, one copy will be left at the service location for the facility manager and a copy will be dropped off at, or faxed (860-486-6473) to the Department of Dining Services, Commissary Warehouse Office located at 30 Gurleyville Road, Storrs, so that an inspection can be scheduled. "Documentation of services" shall be submitted separately for each location and will include at a minimum the following:



DRAFT

i. Name of technicians providing service;
ii. Date and time of service;
iii. Locations services were performed;
iv. Equipment serviced;
v. A detailed description of service provided;
vi. Itemized list of parts provided; and
vii. Notation of any issues or difficulties found during service.

Documentation of services will be matched to invoices prior to processing for payment.

2. **Compensation for Basic Flat Fee Services:**

University shall pay Contractor for Services at the flat fee rates as shown below:

| HOOD CLEANING 2018 | | | | | | |
|---|---|---|---|---|---|---|
| BOARDPLAN DINING HALLS | | | | | | (Cost per Service x Frequency) |
| LOCATION | HOOD NAME | HOOD TYPE | FAN DATA | FREQUENCY | COST PER SERVICE | TOTAL ANNUAL COST |
| BUCKLEY | KITCHEN: MAIN (DOUBLE SIDED) | 1 | KEF-1 | 1 TIME/YEAR | $_____ | $_____ |
| BUCKLEY | KITCHEN: GRIDDLE | 1 | KEF-2 | 2 TIMES/YEAR | $_____ | $_____ |
| BUCKLEY | SEVERY: GRIDDLE | 1 | KEF-2 | 2 TIMES/YEAR | $_____ | $_____ |
| BURTON | KITCHEN: MAIN | 1 | KEF-1 | 2 TIMES/YEAR | $_____ | $_____ |
| GELFENBIEN | KITCHEN: MAIN (DOUBLE SIDED) | 1 | EF-1 & EF-2 | 2 TIMES/YEAR | $_____ | $_____ |
| GELFENBIEN | KOSHER KITCHEN: MEAT SIDE | 1 | EF-3 | 2 TIMES/YEAR | $_____ | $_____ |
| GELFENBIEN | KOSHER KITCHEN: DAIRY SIDE | 1 | EF-3 | 2 TIMES/YEAR | $_____ | $_____ |
| GELFENBIEN | SERVERY: FUSION | 1 | EF-5 | 4 TIMES/YEAR | $_____ | $_____ |
| GELFENBIEN | SERVERY: PIZZA | 1 | EF-8 | 1 TIME/YEAR | $_____ | $_____ |
| GELFENBIEN | SERVERY: GRILL | 1 | EF-4 | 12 TIMES/YEAR | $_____ | $_____ |
| MCMAHON | KITCHEN: MAIN (DOUBLE SIDED) | 1 | KDH | 1 TIME/YEAR | $_____ | $_____ |
| MCMAHON | SERVERY: PIZZA | 1 | KEF-0 | 2 TIMES/YEAR | $_____ | $_____ |
| MCMAHON | SERVERY: WOK | 1 | KEF-1 | 3 TMES/YEAR | $_____ | $_____ |
| MCMAHON | SERVERY: GRILL | 1 | KEF-2 | 12 TIMES/YEAR | $_____ | $_____ |
| MCMAHON | SERVERY: CONV OVEN/STEAMER | 1 | KEF-3 | 3 TIMES/YEAR | $_____ | $_____ |
| MCMAHON | SERVERY: SAUTE | 1 | KEF-4 | 3 TIMES/YEAR | $_____ | $_____ |
| MCMAHON | SERVERY: TANDORI | 1 | KEF-5 | 2 TIMES/YEAR | $_____ | $_____ |
| NORTH | KITCHEN: MAIN (DOUBLE SIDED) | 1 | KEF-1 & KEF-2 | 1 TIME/YEAR | $_____ | $_____ |
| NORTH | SERVERY: PIZZA | 1 | KEF-3 | 2 TIMES/YEAR | $_____ | $_____ |
| NORTH | SERVERY: SAUTE | 1 | KEF-3 | 12 TIMES/YEAR | $_____ | $_____ |
| NORTH | SERVERY: CHARBROILER | 1 | KEF-3 | 12 TIMES/YEAR | $_____ | $_____ |
| NORTH | SERVERY: GRILL | 1 | KEF-3 | 12 TIMES/YEAR | $_____ | $_____ |
| NORTH | SERVERY: PASTA | 1 | KEF-3 | 1 TIME/YEAR | $_____ | $_____ |
| NORTHWEST | KITCHEN: MAIN -(DOUBLE SIDED) | 1 | EF-1 | 1 TIME/YEAR | $_____ | $_____ |
| NORTHWEST | SERVERY: PASTA | 1 | EF-2 | 1 TIME/YEAR | $_____ | $_____ |
| NORTHWEST | SERVERY: PIZZA | 1 | EF-2 | 2 TIMES/YEAR | $_____ | $_____ |
| NORTHWEST | SERVERY: GRILL (2 HOODS) | 1 | EF-3 | 12 TIMES/YEAR | $_____ | $_____ |
| PUTNAM | KITCHEN: MAIN (DOUBLE SIDED) | 1 | KEF-1 | 1 TIME/YEAR | $_____ | $_____ |
| PUTNAM | KITCHEN: GRILL | 1 | KEF-2 | 12 TIMES/YEAR | $_____ | $_____ |
| PUTNAM | U/L SERVERY: GRILL | 1 | KEF-4 | 12 TIMES/YEAR | $_____ | $_____ |
| PUTNAM | L/L SERVERY: GRILL | 1 | KEF-6 | 12 TIMES/YEAR | $_____ | $_____ |
| PUTNAM | U/L SERVERY: ACTION | 1 | KEF-3 | 4 TIMES/YEAR | $_____ | $_____ |
| PUTNAM | L/L SERVERY: ACTION | 1 | KEF-5 | 4 TIMES/YEAR | $_____ | $_____ |
| SOUTH | KITCHEN: MAIN | 1 | KEF-1 & KEF-2 | 2 TIMES/YEAR | $_____ | $_____ |
| SOUTH | KITCHEN: GRILL | 1 | KEF-3 | 2 TIMES/YEAR | $_____ | $_____ |
| SOUTH | KITCHEN: KETTLE | 1 | KEF-4 | 1 TIME/YEAR | $_____ | $_____ |
| SOUTH | SERVERY: PIZZA | 1 | KEF-5 | 1 TIME/YEAR | $_____ | $_____ |
| SOUTH | SERVERY: PASTA | 1 | KEF-6 | 1 TIME/YEAR | $_____ | $_____ |
| SOUTH | SERVERY: WOK | 1 | KEF-7 | 6 TIMES/YEAR | $_____ | $_____ |
| SOUTH | SERVERY: ROTISSERIE | 1 | KEF-8 | 1 TIME/YEAR | $_____ | $_____ |
| SOUTH | SEVERY: GRILL | 1 | KEF-9 | 12 TIMES/YEAR | $_____ | $_____ |

The Contractor shall submit monthly invoices to University and payment shall be rendered from University to Contractor in accordance with Section IV E. of this Agreement.

3. **Additional Services:**

Contractor will provide University with Additional Services on an on-call basis. Additional Services shall include emergency cleanings and other related services as requested by University. Contractor will provide University with a list of contacts for such Additional Services.

4. **Compensation for Additional Services:**

University will pay Contractor for Additional Services on a time and material basis at the rates shown below. The Regular Hourly Rate will be applied Monday through Friday between the hours of 8:00 am and 4:30 pm. The Overtime Hourly Rate will be applied Monday through Friday between the hours of 4:31 pm and 7:59am and on Saturdays and Sundays.

**Standard Wage Hourly Rates**

| Labor/Class | Area 1 (Hartford/Law School) | | Area 2 (Storrs) | | Area 4 (Avery Point) | |
|---|---|---|---|---|---|---|
| | Regular Hourly Rate | Overtime Hourly Rate | Regular Hourly Rate | Overtime Hourly Rate | Regular Hourly Rate | Overtime Hourly Rate |
| Ventilation Hood Tender | | | | | | |

**Non-Standard Wage Hourly Rates**

| Labor/Class | Regular Hourly Rate | Overtime Hourly Rate |
|---|---|---|
| Foreman/Supervisor | | |
| Skilled Technician | | |

Additionally, University will compensate Contractor for actual costs for the following categories plus a percentage mark up as stated below. Contractor will provide supporting documentation for the actual costs incurred in providing these Additional Services.



DRAFT

Appendix A

| Category of Service | Cost of Service |
|---|---|
| Materials and Supplies | Actual Cost _+ _____ % |
| Sub-contracted Labor | Actual Cost + % |
| Equipment Rental | Actual Cost + % |

The Contractor shall submit monthly invoices to University and payment shall be rendered from University to Contractor in accordance with Section IV E. of this Agreement.

DRAFT

**Schedule A**

**Schedule A-2: Specifications – Service Locations**

The Contractor shall provide services at the following locations:

| DINING HALLS | COMMISSARY WAREHOUSE | STUDENT UNION | CATERING | SATELLITE LOCATIONS |
|---|---|---|---|---|
| Buckley Hall<br>Burton Hall<br>Gelfenbien Hall<br>McMahon Hall<br>North Hall<br>Northwest Hall<br>Putnam Refectory<br>South Hall<br>Whitney Hall | Bakery<br>Food Truck | 1 Plate 2 Plates<br>Asian Concept<br>Bistro on Union Street<br>3rd Floor Catering<br>Union Street Market | Shippee Hall | Law School: Hosmer Hall<br>Hartford Downtown<br>Avery Point: Morts<br>Avery Point: Salty Paws |

DRAFT

**Schedule B**

**Designated Hours and Response Times**

All cleaning must occur during periods of shut down or after hours in the evening. The University will provide information relating to preferred periods of service. Access to facilities will be granted using the following process.

1. The Contractor will be provided a list of email addresses. The Contractor will notify the University as least one (1) week prior to the proposed service date. Approval will be given if the proposed date is acceptable.

2. At least forty-eight (48) hours in advance of the agreed upon service date, Contractor will provide University with the information below:

    a. Date service is to be performed;
    b. Locations services are to be performed;
    c. Names of technicians that will be signing for keys for area access (signer will be required to show photo ID to pick up the keys);
    d. Approximate arrival time for key pick-up; and
    e. Estimate of how long the work for the given night will take to complete.

3. The Contractor will need to acquire an Affiliate NetID and UCONN ID to obtain keys to access dining locations from the electronic key cabinet located at the operations center.

The Contractor shall provide its own lockout/tagout equipment in accordance with University policy.

Routine Maintenance Response Times:

1. The Contractor will be required to respond within forty-eight (48) hours of notification by University for routine maintenance requests.

Emergency Response Times:

1. The Contractor must provide 24/7/365 emergency telephone numbers at which qualified staff can be reached in case of an emergency. The telephone numbers shall not be forwarded to an answering machine.

2. The Contractor is required to respond within two (2) hours after notification of an emergency call.

DRAFT

**Schedule C**

**Personnel**

## General Personnel

[ ]

## Key Personnel

[ ]

DRAFT