

Request For Proposal
#044202
Radiography Program Equipment Project
Issued by
MANCHESTER COMMUNITY
COLLEGE

Maria Generis, Acquisitions Manager is contact for all questions relative to RFP#044202

- All communications to be sent via e-mail to: Mgeneris@manchestercc.edu
- Mandatory Site walk meeting 1:30 pm, March 20, 2018
AST Building Rotunda Information Center

QUESTIONS

All questions are due in writing via e-mail to mgeneris@manchestercc.edu no later than March 23, 2018
2 pm

- **Subject of e-mail to read QUESTION RFP #044202**
- Questions and Answers will be posted to the DAS Portal no later than
4:00pm March 27, 2018

Deadline for submission of Bids is no later than April 3, 2018 12 pm. Bid opening at 2 pm in

SSC Building L-165 Business Office

- Envelope/package to show the following information: Name and address of submitter,
RFP#044202

Sealed Proposals to be submitted by hand or by courier.

Response address:

Manchester Community College
Attn: Maria Generis
BUSINESS OFFICE, MS# 10
SSC Bldg, L-165
Great Path
Manchester, CT 06045

MANCHESTER COMMUNITY COLLEGE

RFP#044202

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Minority Workforce Utilization Report**
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Statement of Qualification**

Items with ** must be returned with Bid Package.

IMPORTANT
DATES
RFP# 044202
Radiography
Program
Equipment Project

Mandatory site walk: March 20, 2018 1:30 pm

**Questions Due: March 23, 2018
by 2:00 pm**

**Answers posted on the DAS
Portal: March 27, 2018 on or
before 4:00 pm**

Bid Response Due: April 3, 2018 by 12:00 pm

**Bid Opening: April 3, 2018
2:00 pm in the
Business Office, Student Services Center,
Room L-165**

**Notification of Award: Anticipated On or before
April 6, 2018**

MANDATORY SITE WALK

A mandatory site walk will be held on March 20, 2018. Interested vendors are to meet in the AST Rotunda at the Information Center, Manchester Community College, Great Path, Manchester, Connecticut 06040, 1:30 pm. The purpose of the meeting is to allow potential bidders an opportunity to view the campus and gain an understanding of the project scope. Firms that are not represented at this meeting will not be allowed to submit a proposal.

BID FORMAT

The bid must be submitted on the Radiography Program Equipment Bid Sheet and must include all items. No substitutions are allowed. State of CT prevailing wage shall be utilized for all labor costs and a certified payroll shall be provided.

CONTRACT PROVISIONS

The General State Contract Provisions shall not be altered nor amended in any way and this bid is subject to all provisions.

SCOPE OF WORK

Manchester Community College is seeking qualified vendors to provide, deliver and install the equipment listed on the Radiography Program Equipment Project List as detailed below:

- **Existing Equipment Removal**

The Vendor shall be responsible for disassembling, moving, removal and disposal of all existing x-ray equipment and related equipment and parts.

- **Additional scope**

Manchester Community College shall hire a General Contractor to renovate the lab and shall be responsible for hiring the electrician to run the power to all the x-ray equipment and the final connection point. The Vendor shall provide the General Contractor and their electrician all the information, submittals, shop drawings necessary for the complete electrical power requirements.

- **Coordination and Communication**

The Vendor and their subcontractors shall coordinate with the College, Architect, Engineer, and General Contractor being hired to design and renovate the x-ray. The Vendor's coordination participation shall include but is not limited to attending on-site meetings, and development of shop and coordination drawings. Vendor to provide all mounting details and all other necessary information to support the complete renovation of the lab.

The College will hire a physicist to verify the complete scope being provided and installed by the Vendor and their subcontractors. The Vendor and their subcontractors shall coordinate with the physicist. The coordination shall include but is not limited to on-site meetings, development of shop and coordination drawing, responses to requests for information (RFIs), and mounting details and all other necessary to support the complete renovation of the lab.

The college anticipates the possibility of weekly construction meetings to discuss all issues and coordinate activities and the Vendor shall be available as needed to attend.

- **Commissioning and Energization Approvals**

The Vendor and their subcontractor shall be responsible to provide all necessary information, demonstrations, and testing results and make adjustments or modifications to the equipment or installation necessary for the State of Connecticut, Department of Radiation Protection, Department of Energy and Environmental Protection (DEEP), to provide the college with the Certificate of Use.

- Warranty

The Vendor shall provide an overall 12 month warranty on the installation, materials, parts, workmanship, labor on every aspect of the entire scope including but not limited to the equipment, assembly, electrical, parts, hardware and software, etc. including the work completed by the vendors subcontractors, vendors, movers etc. The college shall not be responsible for any labor, material or other services for all items under the warranty.

The specific x-ray equipment items noted on the RFQ X-ray Equipment List shall have an additional 5 year warranty and include all replacement parts, repairs, shipping and labor. The Drop rider shall be provided for the standard term with optional extended warranty information provided.

A letter of warranty shall be provided from the Vendor to the college with the effective date commencing with the date that the State of Connecticut, DEEP, Department of Radiation Protection, provided approval to utilize the equipment.

- Schedule

Demolition

The existing x-ray equipment, associated electrical and mountings shall be removed the week of May 7, 2018 – May 11, 2018. This will allow the General Contractor to begin their demolition of the ceiling, walls, flooring etc. and begin the renovations and install the shielding of the lab.

Installation

The installation of the new x-ray equipment and associated equipment to be installed by Vendor shall begin on Monday, July 30, 2018 and completed by Friday, August 3, 2018.

- Delivery and Storage

The Vendor shall be responsible for receiving all parts and equipment and shall plan to bring the equipment to campus the day the installation begins. The college shall not receive or store the equipment for the Vendor. There is a loading dock adjacent to the lab. The college has a hand pallet jack, but not a fork lift. The Vendor shall be responsible for all moving and rigging.

- Training & Warranty

The Vendor shall provide training once the unit is installed and fully operational. The vendor shall provide the option to purchase additional warranties as applicable.

MANCHESTER COMMUNITY RADIOGRAPHY EQUIPMENT PROJECT LIST

RFP#044202

ITEM 1 / GENERATOR

- ◆ Amrad 320S High Frequency Generator

ITEM 2/DIGITAL RADIOGRAPHY TABLE

S211 Elevator / Four-Way Float-Top Table

- Grid Cabinet

ITEM 3/ OVERHEAD XRAY TUBE

- ◆ M 200OTS M Overhead Tube Support

ITEM 4/ UPRIGHT WALL STAND

J1000 Wall Stand (17 in)

- Grid Cabinet

ITEM 5/X-RAY TUBE

X-Ray Tube E411

- 0.6 – 1.5 mm focal spots, 200,000 heat units, 125 kVp, 14 degree target, 90 degree horns

ITEM 6/COLLIMATOR

- ◆ Collimator 07359

ITEM 7/HV Cables

Cables J995

- 65 ft. High Voltage Cables, 150 kVp

ITEM 8/ DR DETECTORS

SAMSUNG GR40W (1) 14" x 17" Wireless Detectors

- Gd202S Gadolinium Oxysulfied (scintillator)
- DICOM Modality Worklist

ITEM 9/ WORKSTATION HARDWARE COMPONENTS

- Intel Xeon Processor – 3.60GHz, 10MB
- 8GB RAM
- 1 TB HDD
- Windows 7 Pro
- Keyboard, Mouse
- Full HD 21" LCD Monitor (1920 x 1080)
- CD/DVD recorder

Manchester Community College

RFP # 044202 Radiography Program Equipment Project Bid Sheet

Radiography Program Equipment List:

- Amrad 32S High Frequency Generator
- Summit S211 Elevator/Four Way Float-Top Table
- M200OTS Overhead Tube Support
- J1000 Wall Stand (17 in)
- X-Ray Tube E411
- Collimator 07359
- Cables J995 (65 ft. High Voltage Cables, 150 kVp)
- Samsung GR40W (1) 14" x 17" Wireless Detectors
- Workstation Hardware: (see Scope of Work)

Plus Completed Scope of Work as detailed

and State of CT prevailing wage rate: \$ _____

Credit for removed existing equipment: \$ _____

TOTAL \$ _____

Additional Extended Warranty as applicable \$ _____

Additional Extended Warranty as applicable \$ _____

Request for Proposal: Please read carefully
This form must be signed and included with the RFP bid package.
RFP #044202
Radiography Program Equipment Project

REQUEST FOR PROPOSAL

Pursuant to the provisions of Sections 10a-151b of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Purchasing Office of Manchester Community College (MCC) as indicated in the RFQ package.

AFFIRMATION OF BIDDER

The undersigned affirms and declares:

1. That this response is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this bid be accepted in writing by MCC within ninety (90) calendar days from the date of opening unless an earlier date for acceptance is specified in the bid schedule, said bidder will furnish and deliver the services for which this bid is made, at the rates offered and fee schedule bid, and in compliance with the provisions listed herein. Should award of any part of this bid be delayed beyond the period of ninety (90) days or an earlier date specified in the bid schedule, such award shall be conditioned upon the bidder's acceptance.

BID The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities to Manchester Community College at the prices bid therein.

When Bidder is an Individual:

Type or Print name: Doing Business As (Trade Name)

Business Address: Street City State Zip Code

Written Signature of Individual signing this Bid Social Security Number Date Executed

Typewritten Name Telephone Number

When Bidder is a Firm or Partnership: Type or Print names of all Partners:

Name Title Name Title

Name Title Name Title

Doing Business As: (Trade Name) Business Address: Street City State Zip Code

Written Signature of Partner Signing this Bid F.E.I. Number Date Executed

Typewritten Name Telephone Number

When Bidder is a Corporation:

Full Name of Corporation Incorporated in what state

Business Address: Street City State Zip Code F.E.I. Number

President Secretary Treasurer

Written signature of corporate official or person duly authorized to sign bids on behalf of the above corporation Title

Typewritten Name Telephone Number Date Executed

GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
7. **Termination.**
 - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
 - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in

part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

- c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
 - f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
 - g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
 - h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.
8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.
9. **Nondiscrimination.**
- (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American

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

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

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

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

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

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

the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to 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; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

10. **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 Institution or DAS shall provide a copy of these orders to the Contractor.
11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.

14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the **Family Educational Rights and Privacy Act (FERPA)**. For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
16. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
17. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the 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 any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
18. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
19. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
20. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: *The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract.*

Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

21. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
22. **Contractor's Standards of Conduct.**
 - (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
 - i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
 - vi. Unauthorized use of Institution vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.
 - (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.