



REQUEST FOR PROPOSAL

RFP # KS011619

Vibration Analysis and Balancing Services

University of Connecticut

Storrs, CT

Proposal Release Date

February 11, 2019

Proposal Due Date

February 26, 2019 @ 2:00 PM (ET)

Buyer: Kathleen Susca
Purchasing Agent I
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-4649
Email: kathleen.susca@uconn.edu

Table of Contents

- 1.0 Introduction 3
- 2.0 Background - About UConn 3
- 3.0 Scope of Work..... 3
- 4.0 Instructions to Proposers..... 10
- 5.0 Submission Instructions:..... 9
- 6.0 Standard RFP Requirements 17
- 7.0 Standard Contract Terms and Conditions..... 21
- 8.0 Form of Proposal..... 39

- 9.0 Appendix A – Contract Form..... 410
- 10.0 Appendix B – Company Profile..... 410
- 11.0 Appendix C - Gov Jodi M. Rell Ethics Letter.....40
- 12.0 Appendix D - Anti-Collusion Affidavits.....40
- 13. Appendix E - References.....40
- 14.0 Appendix F – Vendor Code of Conduct43
- 15.0 Appendix G - Pricing Workbook.....43

1.0 Introduction

The University of Connecticut (“UConn”) is soliciting proposals from experienced and qualified individuals or firms to provide Vibration Analysis and Balancing Services. The services will include all equipment, materials and qualified labor required to provide experienced testing and balancing services to aid the Utility Operations and Energy Management Department. It shall be noted that any contract(s) resulting from this bid will not be an "exclusive" contract. The University will reserve the right to make multiple awards and to place purchase orders in any manner deemed to be in the best interest of the University. Respondents are expected to be completely familiar with all the requirements outlined in this solicitation prior to submitting a proposal. To simplify the award process respondents must submit proposals that include all required documents in the format specified herein.

2.0 Background – About UConn

The University is a Land, Sea, and Space Grant consortium institution, which occupies over 4,300 acres, enrolling over 30,000 students. The main campus is located in Storrs, Connecticut with regional campuses located throughout Connecticut. Regional campuses are located in Groton at Avery Point, Stamford, Waterbury, and Hartford. Its academic health center, UConn Health, is located in Farmington, and the UConn School of Law is located in Hartford, Connecticut. Detailed University demographics can be found online on the annual Fact Sheet. <https://uconn.edu/content/uploads/2018/07/INS-004-Fact-Sheet-070918-FY19.pdf>

3.0 Scope of Work

It is the University’s intent to obtain a qualified and experienced firm to provide Vibration Analysis and Balancing Services on the Storrs Campus and regional campuses. The Facilities Operations Department in Storrs operates and maintains the Central Utility Plant (CUP), which includes its Cogeneration Plant (CoGen). The Reclaimed Water Facility (RCW), the portable Water Distribution System, includes all well pump and related chemical treatment and water supply systems. The Water Pollution Control Facility (WPCF), for sewage removal and treatment, includes several lift station configurations. These systems incorporate prime movers including; electric, steam, natural gas, diesel and gasoline fired engines that provide the power for the rotating machinery. These prime movers and corresponding power transmission units vary in horsepower, manufacturer, configuration and end use throughout all buildings on UConn’s campuses. Services are required for the predictive maintenance of this rotating equipment for all UConn Campuses.

The purpose of the vibration measurement and analysis program is to support accurate machinery condition assessments. Engineering limits for the physical parameters must be established so that pending problems can be detected during routine monitoring. Predictive maintenance compares the trends of

measured physical parameters against established limits to aid analysis, detection and correction of problems before failure occurs.

CUP, Central Utility Plant – a 25MW Co-Generation facility with steam production to 555KPH and water chill production to 12,000 tons.

RCW, Reclaimed Water Facility – the water distribution system includes a series of eight wells, four located at the Willimantic Well system and four located at the Fenton River Well System plus other associated pumps for the production and chemical treatment of water.

WPCF, Water Pollution Control Facility - Consists of 24 lift and pumping stations, the main plant is permitted for treating up to 3 million gallons of waste water per day.

All Services must be performed to the complete satisfaction of the University. A representative of the University will oversee each project to provide direction, coordination and to insure that work is completed.

3.1 Data Collection & Reporting:

Data Collection – Quarterly

Reports Due – One month following the Analysis

Format – Reports must be submitted to the University Representative electronically and also include repair recommendations.

3.1.1 The Contractor must be aware of and provide documentation of all applicable vibration testing methodology standards. ALL relevant standards to include:

- A. ISO/DIS 9001 – Quality Systems (relating to vibration analysis and measurement)
- B. ISO 10012-1 Calibration Systems Requirements
- C. ISO 2372
- D. ISO 3495

ALL relevant MIL standards (relating to vibration analysis and measurement)

- A. MIL-STD-810 – Environmental Test Methods

All relevant IEEE standards (relating to vibration analysis and measurement including transducers, inertial sensors and associated electronic gadgetry)

- A. IEEE STD 528-1984 Inertial Sensor Terminology.

Vibration Institute Standards and Recommendations

All relevant ASTM standards (relating to vibration analysis, measurements and equipment.)

3.1.2 Vibration Monitoring Capability and Equipment. It is anticipated that the Vibration Monitoring Capability and Equipment may include but not be limited to the following;

Entek Enshare software Version 3.1 (latest version) to be used with Enpac 2500 or Datapac 1500

Data collector/analyzers for periodic vibration monitoring or similar system.

The software/hardware should have the following capabilities:

Can collect, store and trend: magnitude, phase, & spectral overall and band alarms (defined and statistical), spectra, time waveform, orbits, shaft centerline, dc process measurement, temperature, phase, cross channel measurements, start-up coastdowns, FRF, time synchronous averaging etc.

3.1.3 Vibration Analysis. For vibration analysis it is expected that the Contractor vibration analyzers will have the capability to collect up to 56 channels of data simultaneously as required in special vibration applications. These can be used for periodic or continuous analysis and monitoring.

Multichannel analyzers must be capable of performing vibration, modal and acoustical analysis (full and 1/3 octave).

Contractor must have the capability of performing Operation Deflection Shape analysis and advanced modal analysis using Mescope version 4.0.0.75 or higher.

3.1.4 Dynamic Balancing. Contractor must have multiple employees capable to perform dynamic balancing in up to 7 simultaneous planes.

3.1.5 Laser Alignment Capability. Contractor must have multiple employees able to perform and analyze horizontal and vertical alignments, soft foot checks, straightness and flatness, dynamic thermal growth, (bearing to bearing/base flatness etc. - optical alignment features).

Contractor must be capable to perform laser sheave (pulley) alignments.

The Contractor must provide evidence and demonstrate that all technicians providing this service shall have at least 10 years work experience in the vibration analysis field.

3.1.6 All technicians shall have at minimal a Vibration Category III certification, as granted by the Vibration Institute.

3.1.7 The Contractor shall provide periodic vibration measurement analysis and survey services as required, including, labor, materials, appurtenances, but not limited to:

- A. Data Acquisition if required, Software, Personnel, Data Analysis, and Reporting associated with rotating machinery as indicated at various locations.
- B. The Contractor shall complete four (4) surveys per year, at approximately, three (3) month intervals. Each survey is comprised of a minimum of approximately 200 locations. A "location" is defined as one vibration-monitoring point with three axes of vibration data collected; or as two or three remote Bently-Nevada vibration sensors wired to a vibration panel. There may be two to nine locations per machine. The quarterly reports must also meet the requirements as stated in the "Reporting" section, below. This quantity may vary during any time.

- C. UConn Central Utility Plant (CUP) Maintenance Management has set a standard for all vibration readings of three axis points of data: Horizontal, Vertical, and Axial. It is the intent that all related rotating machinery as utilized in the water distribution system and the Water Pollution Control Facility (WPCF) will also adhere to this standard as well as any other work centers that may desire to take advantage of these services.
- D. At the completion of each quarterly survey, the Contractor shall submit a Report to the respective University Representative. The report shall include any recommendations for changes to the testing schedule or for repairs to rotating equipment resulting from the vibration analysis. The report shall include results and recommendations from the quarterly survey.
- E. The Contractor shall submit electronic reports to the University Representative of any department including but not limited to UConn Central Utility Plant (CUP), Water Distribution System, Reclaimed Water Facility (RCW) and the Water Pollution Control Facility (WPCF).
- F. The Contractor shall provide additional measurement and analysis services for rotating machinery as directed by the University Representative requesting the analysis. This work may include the installation of mounting blocks for the Contractor's permanent and temporary transducers.

3.1.8 Measurement and Analysis Service Program Objectives.

- A. The Contractor shall perform vibration measurement and analysis services on a periodic basis as stipulated by mutual agreement between the University Representative and the Contractor, when professional judgment may entail such periodic measurement and analysis. The Contractor is expected to give at least **7 days notice** before a quarterly analysis is conducted. The Contractor shall make every effort to analyze all equipment on a quarterly basis and to provide sufficient time for equipment to be rotated and reach operating conditions (temperature).
- B. The Contractor shall immediately notify the University Representative verbally and in writing within 24 hours if any unsafe condition is found anywhere within the facility, relative to any of the rotating equipment. The Contractor may be asked to work with the manufacturer of the equipment, and to follow the appropriate/proper procedures in evaluating any problems.
- C. If the Contractor notices that the rotating equipment has exceeded its safe rated domain of vibrations, they shall immediately notify the University Representative verbally and in writing within 24 hours and make recommendations to return the rotating equipment to normal mode. The Contractor will note the onset of any failure mode, such as excessive wear, gear tooth cracking, imbalance, or pump impeller fouling. The Contractor shall notify the University Representative of a possible breakdown before it reaches an unsafe operating condition so the **affected facility** can schedule maintenance and possibly eliminate the problem before actual breakdown.

- D. The Contractor's staff must maintain a list of **names, telephone numbers, and e-mail** of the University Representative staff that they should notify relative to any adverse conditions relative to operation of rotating equipment.

3.1.9 DATA ACQUISITION AND RECORDING.

For each piece of equipment to be analyzed, a data sheet, outline and schematic diagram shall be prepared. Both the diagram and data sheet shall include the University Representative plant equipment tag number, POINT I.D., and the equipment description.

- A. The data sheet shall include all pertinent information such as speed, drive information, bearing type and manufacturer, gear information, pump or fan capacity, generator size, etc.
- B. The diagram shall include bearing, gear and sensor locations and orientation, overall dimensions, etc.

The Contractor shall utilize this data, manufacturer's test results or recommendation; his/her own initiative, and the guidelines in software manuals for preparing the database information for the equipment. If these sources conflict, it should be brought to the attention of the University Representative. The University Representative shall also be notified if the proper equipment manuals are not available in Trade Information Center (TIC).

3.1.10 Survey Test Conditions:

- A. Single speed machines shall be tested at rated speed and load.
- B. Variable speed machines shall be tested at the same operation-required speed/load at each survey.
- C. Critical speeds shall be determined, recorded, and avoided if necessary.
- D. Groups of machines shall be tested under identical conditions, if possible, to permit comparative analysis.
- E. Actual test conditions shall be reported.
- F. Additional tests at other speeds and loads may be conducted as directed by the University Representative.
- G. Vibration levels, generally, shall be integrated and reported in velocity units.

Additional monitoring for existing systems and vibration monitoring for additional equipment may be provided when requested by the University Representative as follows:

3.1.11 HARDWARE (EQUIPMENT AND INSTRUMENTATION)

This data acquisition equipment is compatible with the equipment to be monitored at the University Representative. This data acquisition equipment is capable of a sufficient variety of data acquisition to match the ranges of rotational speeds, and minimize data adjustment during normalization. The capability to select a variety of frequency ranges up to ten (10) kilohertz is included. Data records shall be of sufficient length to enable at least sixteen (16) ensemble averages. Data storage capacity is sufficient to hold at least six hundred (600) 400-line or 800-line spectra1 plots. As required, filtering and filter control adjustment capability shall be provided and be appropriate for the frequency ranges of the spectral data.

All repair recommendations must be fully supported by vibration spectra and data from vibration analysis. When requested, a complete set of vibration spectra shall be included in the final report with any test logs.

3.1.12 Contractor Reports: The Contractor shall prepare the reports, the format and content of which shall be mutually agreed upon between the Contractor and the University Representative. For guidance purposes, the reports shall include but not be limited to the following:

- A. A complete description of the vibration equipment and instrumentation used.
- B. A list of the equipment, machinery and systems surveyed.
- B. The quantitative data/results obtained in the prescribed format including identification of each anomaly.
- D. The qualitative analysis and fault diagnosis of each anomaly, and corrective action(s) considered necessary.

Each report shall contain at least the following information for each machine:

- E. The Machine Name, Equipment Tag Number, and Location.
- F. Actual Operating Conditions (RPM, etc.).
- G. First Order (IX) expressed in frequency (Hz or CPM) units.
- H. Significant Vibration Levels Related to Fault Diagnosis.
- I. Trend of current and previous five (5) Surveys in a graphic format.
- J. Specific Repair Recommendations.

The purpose of the vibration measurement and analysis program is to support accurate machinery condition assessment. The program provides a basis for the University Representative to subsequently develop contracts necessary for completing the overhaul, corrective maintenance or replacement of machinery. The language and terminology used in reports and related correspondence shall be specific and in accordance with usage common to machinery repair work. Specialized local language or idioms shall not be used.

Sentences shall be complete and concise, and abbreviations shall comply with MIL-S1D-12D. The report format shall be in accordance with the tasking document. Any deviation from this technical specification shall be included in the report along with documentation of the University Representative's approval.

Each anomaly shall be classified as to the priority for remedial action: mandatory, important, or desirable. The University Representative and the Contractor shall agree to the specific measurement criteria (limits/ranges of vibration and relevant frequencies) for each class.

The results of the survey shall be stored in digital format and maintained by both the University Representative and Contractor. After each test period, all test data shall be provided to the University Representative electronically.

The mechanical condition of each machine tested shall be evaluated. If repair work is deemed necessary, specific recommendations shall be made stating the required repair action(s). Vibratory information is only one tool in determining machinery condition. Other corroborating performance data, including but not limited to flow rates, pressures, temperatures, alignments, etc., shall also be considered when making the repair recommendation.

The UConn Campus, Department or Individual University Representative requesting services shall have the right to monitor any or all phases of preparation, testing, data analyses and report preparation.

3.1.13 The Contractor shall at all times conduct his/her operation in a manner that interferes as little as possible with ongoing departmental/university work.

3.1.14 The Contractor must be able to provide an emergent four (4) hour response time for technical assistance if required by UConn and shall provide their phone numbers to the departmental personnel along with emergency contact 24-7 phone numbers. Answering service numbers are unacceptable.

3.1.15 Contractor shall submit a copy of a "Daily Field Service Report" with this RFP. All work at the Central Utility Plant is to be scheduled, authorized and signed off on the "Daily Field Service Report". The signature of authorization will be the **University Plant Supervisor, University Maintenance Supervisor** or their **designee**.

3.2 Qualifications of Firm

3.2.1 Contractor shall maintain all appropriate licensing for vehicles and personnel, insurance, permits, vehicle markings, coding and approvals as may be required to haul equipment over the road in the State of Connecticut.

3.2.2 Provide a list of accounts, minimum ten (10), providing Vibration Measurement and Analysis Services to Institutions of higher education or other large commercial/municipal accounts where requirements are similar in size and scope to those of the University.

3.2.3 Provide evidence of all employees assigned to this contract have experience performing the services listed herein, ten (10) years of experience is preferred.

3.2.4 Provide evidence of the ability to provide suitable, properly maintained Vibration measurement and testing equipment. Also, provide a list of equipment to be used at UConn, its age, capacity and pertinent maintenance and calibration records.

3.2.5 Provide evidence that employees are trained, licensed and certified to perform the services required herein and meet the safety requirements as set forth by the University.

3.2.6 Contractor must have four (4) technicians within a ninety (90) mile radius of the University that have the ability to diagnose and solve machinery issues while onsite including vibration, alignment, and dynamic balancing.

3.2.7 Provide evidence that employees have Mechanical Engineering Degrees and Level 3 Vibration Certification.

3.2.8 Provide evidence that all vibration field service employees have been ISO Vibration Certified, at least level 2 and Certified Ultrasonic Inspection Technologies.

3.2.9 Provide a copy of your Safety record for the last five (5) years and a copy of your Company Safety Manual.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	February 11, 2019
Deadline for Written Inquiries	February 15, 2019 @ 2:00 PM (ET)
Proposal Due Date & Time	February 26, 2019 @ 2:00 PM (ET)
Anticipated Award Date	TBD
*Subject to change as deemed necessary by the University.	

4.2 Point of Contact: All communications and/or inquiries regarding this RFP **must** be directed to the contact person identified below in Section 4.2.1. All questions must be submitted in writing using the Procurement Professional's email address no later than Deadline for Written Inquiries date listed above in Section 4.1.

4.2.1 Kathleen Susca
University of Connecticut
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
E-mail: kathleen.susca@uconn.edu

4.3 Communications: Upon formal issuance of an RFP, the University and Proposer(s) will cease all informal communications relevant to the RFP and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s), all other Proposers have been notified as to their RFP status, or when the University formally rejects all proposals and cancels the RFP process. Failure to adhere to this provision may result in a Proposer being declared ineligible, proposal rejection, or RFP cancellation. The University will not respond to any request for clarification received after the Deadline for Proposer Questions has expired with Section 4.1.

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 4.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities-2/> and the State of Connecticut Department of Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 Pre-Proposal Conference Meeting: N/A

4.6 Quality Control and Assurance Plan: The Contractor shall provide as a part of Contractor's proposal a Quality Control and Assurance Plan to demonstrate compliance with the provisions of the award of the Contract and all of the elements stated within this Request for Proposal.

4.6.1 The plan shall:

4.6.1.1 Describe the administrative operating framework of the Contractor's organization including escalation procedures for problem resolution, including the field technicians' instructions regarding how and when field problems should be escalated. The plan shall also include specific procedures if the Technician cannot restore a system to operation for any reason.

4.6.1.2 Provide for Contractor's processes for the verification and quality control for the performance of all field-work.

4.6.1.3 Include procedures for notifying the Monitoring Center as well as, field technician check-in with the University during the performance of services.

4.6.14 Identify processes for work requiring interfaces with other vendors or processes.

4.7 Quality Assurance:

Quality of Process: Comply with the following codes, standards, specifications and others as may be set forth in the Contract, as may be applicable to the services.

4.7.1 **Manufacturer's specifications and service instructions:** For each component and system, comply with manufacturer's written instructions for installations, service and repair. For each installed or repaired component, comply with manufacturer's written specifications for installation. Manufacturers' written instructions shall be available at the work site at all times while services are being provided at such work site.

4.7.2 **Underwriters' Laboratories (UL) Standards**

4.7.3 **Occupational Safety and Health Administration (OSHA)**

4.7.4 **University's Contractor Environmental Health and Safety Manual:** All work must be performed in a safe manner in compliance with all University policies found in the University's "Construction, Service and Maintenance Contractors Manual". The referenced manual can be found here:

<http://media.ehs.uconn.edu/PoliciesProceduresForms/ContractorEHSManual.pdf>

4.7.5 **University's Life Safety System Specification:** All work must be performed in a safe manner in compliance with all University policies found in the University's "Life Safety System Specification." The most current referenced specifications can be found here: <https://publicsafety.uconn.edu/fmbio/life-safety-systems/life-safety-systems-specification-and-enabling-policy/>

4.7.6 **Energy Star/EPP Compliance:** The State of Connecticut requires the use and purchase of ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories when available.

4.8 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. The evaluation committee will conduct a comprehensive review and analysis of the proposals received and recommend which proposals are the most advantageous to the needs of the University.

- 4.8.1 **Experience** **Maximum Points Available: 25**
History of providing services to Institutions of higher education or other large commercial contracts where requirements are similar in size and scope to those of the University.
- 4.8.2 **Safety** **Maximum Points Available: 20**
Safety records for the past five years as well as Company Safety Plan.
- 4.8.3 **Emergency Service** **Maximum Points Available: 10**
Emergency service response plan and timing.
- 4.8.4 **Staffing Qualifications and Equipment** **Maximum Points Available: 25**
Evidence that technicians are experienced, trained and appropriately equipped to perform to the University's standards. Provide evidence of equipment availability.
- 4.8.6 **Pricing** **Maximum Points Available: 20**
- Total Possible Points: 100**

4.9 Cost Estimates: When requested to provide a cost estimate in accordance to the terms set forth in the Contract and in adherence to the Unit Price list and other contractual pricing, such cost estimate proposal shall be provided as a complete breakdown of costs and calculated overhead and profit. The Contractor shall provide said cost estimate and statement of work in writing within 72 hours of the request.

4.10 Contractor Equipment: The Contractor shall supply all tools and equipment required for the execution of the assigned work.

4.10.1 All trade related equipment, hand tools and power tools, normally supplied with the labor to complete services are not compensable. The provision and use of this equipment shall be included in the Labor rate.

4.11 ACM: University infrastructure components may have existing asbestos containing material (ACM), if the Contractor finds material that may contain asbestos or other harmful materials, work must stop immediately and the University Contract Coordinator must be notified. Abatement will take place prior to completion of the work by the contractor or its subcontractors.

4.12 Financial Surety: If it is within the sole opinion of the University that the financial surety of a Proposer poses more risk than is deemed acceptable, that firm will not be allowed to secure a contract award.

4.13 Contract Form: A draft of the contract is included in this RFP as in Appendix A. The University reserves the right to modify the contract or waive any informality it deems to be in the best interest of the University. By submitting a proposal, the firm accepts the contract and any modifications that the University deems necessary without exception.

- 4.14** **Presentation:** Potential firms may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

5.0 Submission Instructions:

- 5.1** **RFP Due Date and Time:** Proposals are due, **February 28, 2019 at 2:00 PM (ET)**. Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.
- 5.2** **Deliver to Address:** For deliver to instructions, please refer to Section 5.3.
- 5.3** **Sealed Proposals:** One (1) original and five (5) copies of the proposal must be submitted, each in 3-ring binders and SEALED in an envelope or carton. The package should be clearly marked with the label below and also the name and address of the Proposer.

**University of Connecticut
Procurement Services
Attn: Kathleen Susca
3 Discovery Drive, Unit 6076
Storrs, CT 06269**

Labeled: RFP KS011619 Vibration Analysis and Balancing Services

- 5.4** **Proposal Media:** Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xls) on a USB flash drive.
- 5.5** **Proposal Submittal Format:** Provide a proposal formatted as a PDF, **which is clearly bookmarked in accordance with the designations below.**
- 5.6** **Form of Proposal:** Proposals shall include an exact copy of the "**Form of Proposal**" in Section 8.0. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- 5.7** **Proposals Shall:** Indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized and in the case of a Joint Venture, by duly authorized representatives of each Joint Venture to execute contracts for the respondent. In no event will Bids or changes in Bids made by telephone or telefax be

considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected. The name of each person signing the proposal shall be typed or printed below the signature.

- 5.7.1 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 5.7.2 The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 5.7.3 Any interpretation, correction, or change of this RFP shall be made by clarification/addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University's Procurement Services Department.
- 5.7.4 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Procurement Services Department. In all cases, no verbal communication will override written communications and only written communications are binding.
- 5.7.5 All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University's Procurement Services Department.

5.12 **Failure to respond** to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.

5.14 The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

5.14.1 **Appendices/Required Forms:**

- 5.14.1.1 Similar Contracts: Provide a list of accounts within the past five (5) years that are of similar size and scope as to that of the University. A minimum of ten (10) accounts are required.
- 5.14.1.2 (Appendix A) - Contract Form
- 5.14.1.3 (Appendix B) – Company Profile
- 5.14.1.4 (Appendix C)- Governor Jodi M. Rell Ethics Memo
Acknowledgement of Receipt

- 5.14.1.5 (Appendix D) – Anti Collusion
- 5.14.1.6 (Appendix E) - References: Provide a minimum of five (5) client references. Client references should be able to verify accuracy of assertions made by the Vendor and 3 Trade References.
- 5.14.1.7 (Appendix F) - Vendor Code of Conduct
- 5.14.1.8 (Appendix G) – Pricing Workbook
- 5.14.1.9 “Form of Proposal”, Section 8.0 (see item 5.6)
- 5.14.1.10 Form 1- Gift and Campaign Contribution Certification
- 5.14.1.11 Form 5- Consulting Agreement Affidavit
- 5.14.1.12 Bidder Contract Compliance Monitoring Report
- 5.14.1.13 Non-Discrimination Certification
- 5.14.1.14 SEEC Form 10 Acknowledgement of Receipt
- 5.14.1.15 CT Economic Impact Form

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

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

- 5.14.2.1.1  [Form 1 Adobe.pdf](#)  [Form 1 Word.doc](#)

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

- 5.14.2.2.1  [Form 5 Adobe.pdf](#)  [Form 5 Word.doc](#)

5.14.2.3 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer’s good faith efforts to

include minority business enterprises as subcontractors and suppliers for the work of the contract. **Click the hyperlink below to download form. Complete and submit.**

5.14.2.3.1  [Notification to Bidders/Contract Compliance Monitoring Report](#)

5.14.2.4 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. **Complete and submit relevant form (A-E).**

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

5.14.2.5 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

5.14.2.5.1 [SEEC FORM 10 Acknowledgement of Receipt](#)

5.14.2.6 Connecticut Economic Impact Form: Complete and Submit

5.14.2.6.1 [Connecticut Economic Impact Form](#)

5.14.2.7 Anti-Collusion Affidavit: Complete and Submit

5.14.2.7.1 Please refer to Appendix D to secure this form.

5.14.2.8 Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt

5.14.2.8.1 Please refer to Appendix C to view this document.

6 Standard RFP Requirements

6.1 Definitions:

6.1.1 "Request for Proposals (RFP)," means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

- 6.1.2 “Addenda” means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 6.1.3 "Proposer" means a person, firm or corporation submitting a proposal in response to a Request for Proposal.
- 6.1.4 “Contractor” means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.
- 6.1.5 “Informal communications” means any communication method other than written emails to the Point of Contact Person identified for this RFP.
- 6.1.6 “Non-Acceptance of Proposal” means another proposal was deemed more advantageous to the University or that all proposals were rejected.
- 6.1.7 “Offer” or “Proposal” means the Proposer’s response to this Request for Proposal.
- 6.1.8 “Agreement” shall mean the contract issued as a result of this Request for Proposal.
- 6.1.9 “CT-based Businesses” shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.
- 6.1.10 “Joint Venture” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 7.31 for specific requirement(s) related to joint venture proposals.
- 6.1.11 “SBE/MBE Firm” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229.

- 6.1.12 "University" or "UConn" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.
- 6.1.13 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.
- 6.1.14 "UConn Law" or "UCL" shall mean the University of Connecticut Law School and its affiliates.
- 6.1.15 "Contract" shall mean the resulting agreement of this RFP between the University and Contractor as referenced in Appendix A.
- 6.1.16 "Services" shall mean all services described within the scope of this RFP.

- 6.2 Proposal Understanding:** Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.
- 6.3 Rendering of Products and Services:** Each Proposer must respond to, and be capable of, supplying all products and services outlined in the RFP specification.
- 6.4 Expiration of Proposals:** Proposals shall remain in effect from the RFP due date and time for a minimum period of no less than 180 days.
- 6.5 RFP Acceptance/Rejection:** The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.
- 6.6 Modified Proposals:** Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.
- 6.7 Pricing:** Pricing will be based on submitted hourly rates.
- 6.8.1 **Pricing Structure:** Pricing should be submitted as an **all-inclusive hourly rate** plus the cost of materials and subcontractors as necessary.

6.8.2 The all-inclusive hourly rates should include all salary, fringes, taxes, and all administrative overhead and profit costs associated with the execution of your work.

6.8.3 No additional charges will be allowed for meals, travel, accommodations or any other overhead expenses, without exception.

6.8.4 Materials and Subcontractors to be actual cost plus markup.

6.8 **Quotations:** Contractor(s) shall provide pricing/quotations with adequate detail, labor/supervisor rates, list of subcontractors (if applicable), services performed, parts and materials provided with appropriate mark up on a “time & material” basis. Quotations will be provided at no cost to the University.

6.9 **Price Increases:** Pricing shall remain fixed for the initial term of this Agreement. Price adjustments may be requested at the time of extensions. The requests for price increases must be submitted in writing for consideration. Price increases will only be considered on annual basis when:

6.9.1 Appropriate supporting documentation is submitted with the request for increase.

6.9.2 The University is notified of the increase request a minimum of thirty (30) calendar days prior to effective date of an increase (extension date).

6.9.3 All requests for rate adjustments are subject to University review and approval.

6.10 **Payment: Payment Terms, Invoices, and Payment Schedule.**

- a) The Contractor shall submit monthly invoices for payment in the form, and including the detail and information, required by the University.
- b) The Contractor shall submit such invoices no later than the 15th day of each month and the University shall pay such invoices within 45 days after receipt; provided, however, that if the University pays such invoice within 15 days after receipt, the University shall be entitled to a discount in the amount of two percent (2%) of the invoiced amount. If you take exception to these terms provide your companies payment terms in form of proposal (Section 8).
- c) Invoices shall be submitted along with any Reports then required and with such 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.

- 6.11** **Review of References:** The Proposer is required to provide references from customers who are of comparable size and scope as to the University. The University is particularly interested in references that are institutions of higher education.
- 6.12** **Good Faith Negotiation:** If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).
- 6.13** **Incorporation of Proposal:** Proposals submitted in response to this RFP may, at the University's option, be incorporated into the executed contract.
- 6.14** **Proposal Preparation:** The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.
- 6.15** **Corporate Social Responsibility:** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "[Vendor Code of Conduct](#)" policy.
- 6.16** **Minor Defects:** If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.
- 6.17** **Notification of RFP Status:** Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.
- 6.18** **Debriefing:** Requests for debriefing by Proposer will be accommodated upon request.
- 6.19** **Contract Term:** The initial term of any contract resulting from this RFP shall be two (2) years from **July 1, 2019** through **June 31, 2021** with options to renew for three (3) additional one (1) year periods or parts thereof. Said options will only be exercised upon satisfactory performance and by written consent of the University. Such intent to renew shall be conveyed to the firm in writing prior to the effective end date of contract term.

7.0 Standard Contract Terms and Conditions

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

- 7.1** **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

- 7.2 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 7.3 Notification of Selected Firm:** It is the University's intention to review proposals, and execute an agreement on or before the date outlined in section 4.1. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 7.4 Contract Commencement:** The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.
- 7.5 Independent Price Determination:** In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:
- 7.5.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
 - 7.5.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
 - 7.5.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 7.6 Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.
- 7.7 Non-appropriation of Funds:** Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose

contract was terminated under the same provisions, terms and conditions of the original contract.

7.8 Indemnification Requirements:

7.8.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the Proposer, Proposer's employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.

7.8.2 The Proposer agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

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

7.8.4 Contractor shall be liable to the University for damage to the equipment or for any conditions which the equipment may be exposed to that void the University's warranty from the manufacturer.

7.8.5 Contractor shall bear the risk of loss for all University-owned equipment from the time that said equipment is received at Contractor's location.

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

7.10 Choice of Law and Venue: The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.

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

- 7.12** **Award:** The award shall be made to the most responsive bidders, offering the best value and with the highest total matrix scores as determined by the University. All Bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.
- 7.12.1 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.
- 7.12.2 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.
- 7.12.3 The University reserves the right to make multiple awards for these services if it is deemed to be in its own best interest.
- 7.12.4 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.
- 7.12.5 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.
- 7.12.6 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 7.12.7 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 7.12.8 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.
- 7.12.9 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of this contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

- 7.12.10 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.
- 7.12.11 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.
- 7.12.12 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

7.13 Payments under a Contract Award:

- 7.13.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. Payments shall adhere to the pricing submitted in this RFP. All payments shall adhere to the payment terms negotiated in the contract award.

7.14 Business Relationship Affidavit:

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

7.15 Conflict of Interest:

The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require

acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

7.16 Equal Employment Opportunity Requirements:

- a. In entering into any contract resulting from this RFP, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.
- b. The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

7.17 Federal, State and Local Taxes, Licenses and Permits:

The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.

7.18 Waiver of Rights:

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

7.19 Prior Course of Dealings:

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

7.20 Warranty:

The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

7.21 Proposer Personnel, Forms and U.S. Export Control Regulations:

- 7.21.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.
- 7.21.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization

Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

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

7.22 Information Provided by the University:

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

7.23 Responsibilities of the Proposer:

- 7.23.1 Observing Laws and Regulations: The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 7.23.2 Representations: Each firm, by submitting a proposal, represents that it:
- a. Has read and completely understands the proposal documents; and
 - b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.
- 7.23.3 Purchase Orders: Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

- 7.24 Repairs to Property Damage:** Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

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

therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

7.26 Insurance Requirements:

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

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

Statutory Workers' Compensation and Employers' Liability:

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

Commercial General Liability:

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

Comprehensive Automobile Liability:

(to include owned, non-owned and hired vehicles):

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

Umbrella Liability:

\$2,000,000 each occurrence

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

the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance. Certificates of insurance shall clearly indicate the title and date of this Agreement or some easily identifiable reference to the Contractor's relationship to the University. Certificates of insurance showing such coverages as required in this section will be filed with the University prior to the time this Agreement is executed on behalf of the University. Upon the request of the University, the Contractor will provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

7.27 Contractor's Indemnity and Assumption of Liability:

- 7.27.1 To the maximum extent allowed by law, the Contractor shall indemnify, defend and hold harmless the University and the State of Connecticut, their employees, agents, agencies and subcontractors from and against any and all claims, liabilities, demands, damages, costs and expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any act or omission, negligence, willful misconduct, or breach of this Agreement by, or which is the fault of, the Contractor, its employees, subcontractors or anyone for whom the Contractor is responsible. This indemnification will survive the completion of the Services and termination of this Agreement to the maximum extent allowed by law. Contractor's indemnification obligations shall include, without limitation, a full and complete responsibility for the Services, and any cost, liability or expense incurred by the University arising from the failure of Contractor, its representatives, agents, subcontractors and/or its or its subcontractors' employees to take appropriate and reasonable action to prevent damage to the University or its property. In fulfilling its indemnification and defense obligations hereunder, the Contractor shall use legal counsel reasonably acceptable to the University.
- 7.27.2 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.

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

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

7.27.5 The Contractor’s obligations in this proposal shall survive the termination and expiration of this Agreement.

7.28 **License:**

Any Agreement resulting from this RFP will not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

7.29 **OSHA Compliance:**

All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date, the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University’s Director of Procurement Services immediately by registered mail.

7.30 **Advertising/Sponsorship Opportunities:**

In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency’s services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 4.2.1 for details on how to pursue such a relationship.**

7.31 **Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.

7.32 **Intellectual Property:**

7.32.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.

7.32.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.

7.32.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.

7.32.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

7.33 **Confidential Information:**

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

7.33.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work.

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

- 7.34.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the Proposer.
- 7.34.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 7.34.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

7.35 Freedom of Information:

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

7.36 Mandatory Affidavits:

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

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

7.37 Joint Ventures:

Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

7.38 Executive Orders of the Governor:

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

7.39 Ethics and Compliance Reporting/Whistleblower Protection:

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

7.40 State Elections Enforcement Commission (SEEC) Requirements:

For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.41 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 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 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.
- (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 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.

7.42 Termination for Cause:

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

a. If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

b. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.

c. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.

d. The University will be obligated only for those goods or services rendered and accepted prior to the date of Notice of Termination.

e. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.43 Termination for Convenience:

a. The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

b. If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

7.44 Background Checks:

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 Contractor 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. 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.

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 the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

7.45 Vehicles and Transportation:

- a.) Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification.
- b.) Service Provider shall only park vehicles at approved designated work locations provided by University Representative.
- c.) Service Provider will be required to acquire a "Vendor Parking Pass" from Parking and Transportation services for each vehicle used in the execution of this contract.

7.46 University Policies: Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at <http://policy.uconn.edu/> and include without limitation, the University's smoking policy available at <http://policy.uconn.edu/2011/06/02/smoking/>. In the event the University establishes new policies or procedures following issuance of this Agreement, or makes modifications to policies or procedures in existence at the time of such issuance, the contractor shall comply with such new or modified policies or procedures upon written notice.

8.0 Form of Proposal

Date: February 26, 2019

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

The undersigned proposer, in response to RFP **KS011619 Vibration Analysis and Balancing Services** for the University of Connecticut, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

1. Proposer acknowledges receipt of the following addenda, which are a part of the RFP documents:
_____, _____, _____, _____, _____, _____.
2. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
3. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.
4. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. Is proposer **currently** a State of Connecticut Small Business Enterprise and **certified** with DAS?

Yes () If yes, a Copy of the Certificate must be attached to your proposal

No ()
8. Payment Terms: 2% 15 days / net 45 unless otherwise noted here _____

9. Proposer Sales Representative (please attach resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Firm Name: _____

Address: _____

F.E.I.N. # _____

(Please include a current W9)

Authorized Signature: _____

Print Name/Title: _____

Signed this: _____ day of _____, 2019

E-Mail: _____

Telephone: _____

10.0 Appendix A – Contract Form

A draft of the contract shall be provided in a RFP addendum.

11.0 Appendix B – Company Profile

Please refer to the RFP posting within which this RFP was published to secure the Microsoft Excel Response template for this mandatory submittal.

12.0 Appendix C – Gov Jodi M. Rell Ethics Letter

Please refer to the RFP posting within which this RFP was published to review this document.

13.0 Appendix D – Anti Collusion Affidavits

Please refer to the RFP posting within which this RFP was published to secure this mandatory submittal.

14.0 Appendix E - References

Instructions: Please complete the following sections for each of the proposer’s five (5) Customer references. These references should be of comparable size and scope to the University’s requirements as set forth in the RFP document and three (3) Trade References.

Customer Reference - #1		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Customer Reference - #2		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		
Customer Reference - #3		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Customer Reference - #4	
Proposer:	
Customer Name:	
Street Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone/Cell:	
Contract Dates:	Start Date: _____ End Date: _____
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.	
Customer Reference - #5	
Proposer:	
Customer Name:	
Street Address:	
City, State, Zip:	
Contact Name:	
Email Address:	
Phone/Cell:	
Contract Dates:	Start Date: _____ End Date: _____
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.	

Trade References:

Please provide three (3) firms with whom your organization has regular business dealings.

Vendor Reference #1	
Address	
Phone	
Email	
Contact name	

Vendor Reference #2	
Address	
Phone	
Email	
Contact name	

Vendor Reference #3	
Address	
Phone	
Email	
Contact name	

15.0 Appendix F - Vendor Code of Conduct

Please refer to the RFP posting within which this RFP was published to review this document.

16.0 Appendix G - Pricing Workbook

Please refer to the RFP posting within which this RFP was published to review this document.



**SERVICE AGREEMENT
For**

Contract No. _____

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 a contractor to perform certain services in and around certain of its facilities at certain of its locations; and

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

II. **TERM OF AGREEMENT**

A. Initial Term. The term of this Agreement shall commence on _____ 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.
Revisions to this Agreement, excluding extensions, may only be made by written amendment executed by both parties and, if required, approved by the Office of the Attorney General, prior to the end date of this Agreement.

III. SCOPE OF SERVICES AND QUALITY OF PROCESS

- A. Scope of Services.
1. **Services.** Throughout the Term of this Agreement, the Contractor shall provide the Services in the Service Locations, all in accordance with the terms and conditions of this Agreement.
 2. **Inclusions.** Except as otherwise expressly set forth herein, the Contractor shall provide, all labor (including any required training, licensing and certification), supervision, equipment, tools, parts, materials, and supplies, which are required to perform the Services under this Agreement. Details of service not explicitly stated in this Agreement, but necessarily attendant thereto, are acknowledged by the Contractor to be included as a part of Services to be performed by the Contractor under this Agreement.
- B. Quality of Process. The Services shall be performed in a good and workmanlike manner and in compliance with this Agreement, all Laws, the rules, policies and procedures of the University, and all codes standards and specifications as may be applicable to the Services including, without limitation, those set forth below:
1. Occupational Safety and Health Administration (OSHA).
 2. University's Construction, Service and Maintenance Contractors' Manual. Contractor shall perform all Services in a safe manner and in compliance with all University policies and the provisions of the University's "Construction, Service and Maintenance Contractors Manual". The referenced manual can be found here: [http://ehs.uconn.edu/ppp/Contractor EHS Manual.pdf](http://ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf)
 3. CHRO. As applicable, the laws and regulations enforced by the Commission on Human Rights and Opportunity and the Equal Employment Opportunity Commission.
 4. University Standards and Requirements. The standards set by the University through the University's Representative for the Services, now existing and as may be communicated from time to time by the University's Representative to the Contractor.
- C. Cooperation with Others.
The University may, in its sole discretion, engage or employ the services of others to perform work that may or may not be related to the Services. In the performance of the Services, Contractor shall afford its full cooperation and coordinate its work with the work of these other contractors as may be required.
- D. Delivery and Use of Vehicles on University Property.
It is preferable that deliveries be made with straight bodied trucks. Driving on sidewalks located on University property, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, Contractor's drivers will employ adequate care so as

to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff of the University, as well as the aesthetic beauty of the University the driving speeds on campus shall be kept under 25 miles per hour, pedestrians shall be given the right of way at all times and all traffic signs, lights and/or other indicators, including parking signs, shall to be strictly obeyed. The Contractor shall be responsible to measure all access routes to intended delivery areas, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries and for coordinating the delivery with the appropriate University representative.

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.

IV. COMPENSATION

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

B. Payment.

1. Basis for Payment/Rates.

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

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

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

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

C. Supporting Documentation and Information Required.

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

- (a) A description of each of the Services performed for which payment is requested;
- (b) The date of performance of each of such Services;
- (c) As to any Service which was requested by anyone other than the University Representative, or which required the University's pre-approval, the name of the person who made the request or provided the approval and the date of Contractor's receipt of such request and/or approval, as applicable; and
- (d) Such other information and/or documentation as the University may request.

D. Contractor's Official.

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

E. Travel Expenses.

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

F. Annual Appropriation.

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

V. TIMING OF SERVICES

A. University Notification/Response Time.

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

B. Call Center and Response Time.

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

C. University's Right to Substitute Performance.

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

D. Performance of Services.

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

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

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 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) 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.
- (g) 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.

B. Key Personnel.

- 1. 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.
- 2. **"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.
- 3. No person may be in a supervisory position over a family member or person with a significant personal relationship to such supervisor.
- 4. 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.

C. 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. It is the responsibility of the Contractor to monitor wage rates issued by the Connecticut Department of Labor to ensure that employees are paid the applicable and most current Standard Wage Rates provided by the Connecticut Department of Labor. The Contractor should contact the Connecticut Department of Labor with any questions at: www.ctdol.state.ct.us.
- 2. The Contractor shall comply with any wage obligations owed to its employees under any collective bargaining agreement.

D. 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 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. 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 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. CONTRACT MANAGEMENT AND COMMUNICATIONS

- A. University's Representative
Name and Contact Information:

- B. Contractor's Representative
Name and Contact Information:

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

X. CONTRACTOR'S INSURANCE AND GUARANTEE

- 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

Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. **Such insurance policies 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.

XI. CONTRACTOR'S INDEMNITY AND ASSUMPTION OF LIABILITY

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

The Contractor's indemnity shall include, without limitation, damage due to misuse by Contractor

or any person for whom the Contractor has responsibility, of tools, machines, vehicles or uncontrollable equipment that may malfunction. University property damaged in the performance of Services shall be repaired and left in good condition (as found). All such repairs shall be accomplished by the Contractor at no cost to the University.

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

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

XII. MODIFICATION OF AGREEMENT AND SCOPE CHANGE

- A. Modification. Unless otherwise expressly stated herein, modifications to any provision of this Agreement shall be effective only if such modifications are memorialized in a formal written amendment to this Agreement executed by both parties and approved by the Office of the Attorney General, to the extent required.
- B. Scope Changes. During the Term of this Agreement, the University may unilaterally require, by written order, changes altering, adding to, or deducting from the Services, provided that such changes are consistent in character and within the general scope of the services to be provided under this Agreement.

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.
 - 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. Obligations of Contractor upon Termination by the University.

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. Payment in the Event of Termination.

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 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 Article XIV Section B conflicts with any other section of this Agreement, this section shall govern.

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

XV. BOOKS, RECORDS AND REPORTS

A. Records.

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

B. Retention of Records.

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, actual Contract performance from the date of Contract award, and any other documents (including electronic storage media) pertaining to this Agreement for a period of three (3) years after the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the University and the terms of this Agreement. Copies of all records and documents shall be made available to the University upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in the preamble to this Agreement, Contractor's Representative at the address listed in Article IX, Section B, or by the Contractor's Official at the address listed in Article IV, Section D for the duration of this Agreement. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The Contractor shall advise the University of the location of all records pertaining to this Agreement and shall notify the University by certified mail within ten (10) calendar days if/when the records are moved to a new location.

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

- 1.
- 2.
- 3.

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

If to the Contractor: _____.

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

- D. Joint Venture. If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the University for the performance of any and all obligations of the Contractor encompassed by this Agreement or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the University for any failures to perform such obligations in accordance with the Agreement or applicable law. In its dealings with the University, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.
- E. Nondiscrimination and Affirmative Action Provisions and Executive Orders.
1. Non-discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Contractor.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of 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 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.
- (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 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 Contract. If the Contractor is a large State contractor, the Contractor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised.

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

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

H. 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 University Compliance, 28 Professional Park Road, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-2530; 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.

- I. Campaign Contribution Restrictions. For all State contracts as defined in P.A. 010-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) attached hereto as Exhibit E.
- J. Entire Agreement. This Agreement contains the entire Agreement between the parties as regards the subject matter hereof. No prior stipulation, agreement or understanding, verbal or otherwise, between the parties, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this Agreement.
- K. Conflicts/Inconsistencies. In the event of inconsistencies within or between any parts or provisions of this Agreement, the RFP, any Schedule, Exhibit or Appendix to this Agreement or any applicable standards, codes and ordinances, the Contractor will: (1) provide the better quality or greater quantity of services, or (2) comply with the more stringent requirement; either or both in accordance with the University's interpretation.
- L. 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.
- M. Gender Neutral Provision. The language of this Agreement is intended to be gender neutral. Thus whenever the terms "he", "she", "his", "her", "it", or similar term is used such terms will be considered to mean "he", "she" or "it", "his", "her", or "its" or other such gender neutral phraseology.
- N. Connecticut Law. It is agreed that this Agreement will be governed by, construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Connecticut.
- O. 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.
- 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. 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.

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

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

W. Background Checks.

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.
- X. University Policies. The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the Contract, or makes modifications to policies or procedures in existence at the time of Contract execution, the Contractor shall comply with such new or modified policies or procedures upon written notice.
- Y. 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
- Z. Counterpart Signatures. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and 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. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

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

University of Connecticut

[]

By _____

By: _____

Name: _____

Name: _____

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

It's Duly Authorized _____

Date signed: _____

Date signed: _____

Approved as to form:

By: _____
Assistant/Associate Attorney General
Date: _____

EXHIBITS

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

EXHIBIT A
SERVICES

DRAFT

EXHIBIT B

SERVICE LOCATIONS

Service Locations shall mean and include

DRAFT

EXHIBIT C
KEY PERSONNEL

DRAFT

**EXHIBIT D
COMPENSATION**

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

DRAFT

**EXHIBIT E
SEEC FORM 11**

**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11**

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Appendix B - Company Profile

Section #	Required Information	Bidder Response
Company Profile		
(a)	Company or Proposer name and home office address	
(b)	Taxpayer ID #	
(c)	CT license #	
(d)	D-U-N-S ® #	
(e)	Name, telephone number and email address of contact person	
(f)	Year the company was established and number of years in business	
(g)	Number of years the bidder has been providing services similar to those being solicited	
(h)	Total # of company's physical locations	
(i)	Total # of employees	
(j)	Size of client portfolio (# of clients and total revenue)	
(k)	Number and nature of legal actions currently in litigation against the proposer	
(l)	Location of the office that will be primarily serving the University	
(m)	Are you a State of Connecticut DAS certified set-aside business enterprise? If so, please choose the appropriate category:	Small Business Enterprise: _____ Black (BL): _____ Hispanic (HI): _____ Iberian Peninsula: _____ Asian: _____ American Indian: _____ Disabled Person: _____ Woman: _____ Woman Black: _____ Woman Hispanic: _____ Woman Iberian Peninsula: _____ Woman Asian: _____ Woman Am. Indian: _____ Woman Disabled: _____ Disabled Black: _____ Disabled Hispanic: _____ Disabled Iberian Pen.: _____ Disabled Asian: _____ Disabled Am. Indian: _____

(n)	Indicate all other names by which this organization has been known and the length of time known by each name:	
(o)	Which of the following best describes your business structure:	Corporation: _____ Partnership: _____ Sole Proprietorship: _____ Joint Venture: _____ LLC: _____ Non-Profit: _____
(p)	List all supervisory personnel, such as Principals and Supervisors who will be directly involved with the contract. Indicate the number of years of experience and number of years which they have been in a Supervisory capacity :	
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
Name: _____ Years/Supervisor: _____ Tel: _____		
(q)	Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?	YES or NO
(q)(1)	If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s) (ATTACH ADDITIONAL SHEETS IF NECESSARY):	
(r)	List all legal or administrative proceedings currently pending or concluded adversely within the last five (5) years which relate to procurement or performance of any public or private service/maintenance contracts.	1. Attached _____ OR 2. Not Applicable _____

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

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

YES/NO

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

YES/NO

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

YES/NO

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

YES/NO

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

YES/NO

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

YES/NO

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

SEPARATE SHEET ATTACHED/NOT APPLICABLE

23

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

SEPARATE SHEET ATTACHED/NOT APPLICABLE

24

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

YES/NO

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

25

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

SEPARATE SHEET ATTACHED/NOT APPLICABLE

26	<p>On a separate sheet of paper, identify any instances in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut Department of Labor regarding any alleged non-compliance by your or by any subcontractors on your previous projects, of any provision of Part III of Chapter 557 (Connecticut General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) and Chapter 558 (Connecticut General Statutes Sections 31-58 through 31-761, minimum wage, overtime and other requirements) during the five calendar years immediately preceding this Proposal. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complain or violation.</p>
	<p>SEPARATE SHEET ATTACHED/NOT APPLICABLE</p> <p><i>If in the event that there were such instances as described in your responses, you are further required to provide with your Proposal a written statement of the policy and procedures you would implement on this project in an effort to insure that you and your subcontractors would remain in compliance with the statutory requirements for wage rates and payment of wages as noted above.</i></p>
27	<p>State whether you have ever been cited or penalized by any government agency for failure to comply with any affirmative action, non-discrimination, or other human rights requirements applicable to any work performed by you. If so, provide the date(s), details, disposition and docket number(s) for each such instance.</p>
	<p>SEPARATE SHEET ATTACHED/NOT APPLICABLE</p>
28	<p>On a separate sheet of paper, identify any criminal charges, indictments or civil enforcement actions currently pending against you or your principals involving any of the offenses or violations referred to above? If so identify the offense(s), court docket number and status of proceeding(s).</p>

SEPARATE SHEET ATTACHED/NOT APPLICABLE

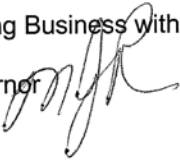
Appendix C



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

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

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

TO ACCOMPANY PROPOSALS OR BIDS

STATE OF _____)
) ss.:
COUNTY OF _____)

_____, being first duly sworn, deposes and says:
(Type or print name)
that he or she is the _____ of
(Type or print title)

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

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

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

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

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

Signed:

Name: _____

Title: _____

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

Notary Public

(Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is full executed including the affidavit of the notary and the notarial seal.

CODE OF CONDUCT FOR UNIVERSITY OF CONNECTICUT VENDORS

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

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

Principal Expectations

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

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

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

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

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

any regulations duly promulgated pursuant to such laws.

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

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

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

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

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

Preferential Standards

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

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

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

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

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

Compliance Procedures

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

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

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

Name of Company

Signature of Authorized Company Official

Date

Pricing Workbook

Bidder: _____

Appendix: G

RFP #: KS 011619 Vibration Analysis and Balancing Services

On Site Service, Routine testing and analyzing of test points.				Price Per Survey: \$
ALL INCLUSIVE HOURLY RATES				
	Technicians	Straight Time	Overtime	Holiday
Per Hour		\$	\$	\$
Per Hour				
Per Hour				
Per Hour				
Per Hour				

Materials	Actual Cost plus markup	Mark-up:	10%	
Subcontractor	Actual cost plus markup	Mark-up:	5%	
Special Equipment Rental	Actual cost			

Contact Information

24/7/365 Emergency Contact, name:

cell phone:

email:

Main Contact, name:

cell phone:

office phone:

email:

Billing Contact, name:

phone:

email:

fax:

