



REQUEST FOR QUALIFICATIONS

FOR

**Resilient Connecticut – Engagement, Planning, Design,
Architectural, Engineering Services**

RFQ# KK011020

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Appendix A – not applicable

Appendix B – not applicable

Appendix C – not applicable

Appendix D – Company Profile

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1.0 Introduction

This Request for Qualifications (RFQ) is issued by the Connecticut Institute for Resilience and Climate Adaptation (CIRCA), of the University of Connecticut (UConn). The purpose of this RFQ is to solicit proposals from interdisciplinary teams encompassing engineering, landscape architecture, applied ecology, planning and engagement (a selected team shall hereinafter be referred to as “Consultant”) to perform the tasks necessary to complete a regional scale climate change vulnerability analysis and adaptation planning process in Fairfield and New Haven Counties, as well as provide stakeholder engagement and recommendations on the prioritization and selection of resilience pilot projects. This planning process is funded through a competitively awarded grant from the United States Department of Housing and Urban Development (HUD) to the State of Connecticut (State) as an outcome of the National Disaster Resilience Competition (NDR). Grants shall be administered by UConn for the State. The work under the contemplated contract will be funded and/or reimbursed in whole or in part with CDBG-DR funding from HUD administered by DOH for the State. The Consultant must comply with all requirements applicable to CDBG-DR funded projects.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4316 acres, enrolls over 32,000 students, and produces over 8,700 undergraduates, graduates, and professional degrees annually. The total construction-related budget for fiscal year 2016 was \$2.6 billion dollars and on-going initiatives include: UCONN 2000 & 21st Century UConn, Next Generation Connecticut, and Bioscience Connecticut. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, and Waterbury. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: [2019 Fact Sheet](#)

3.0 Standard RFQ Information/Requirements

3.1 Definitions

- 3.1.1 CIRCA: Connecticut Institute for Resilience and Climate Adaptation
- 3.1.2 Resilient Connecticut Team: includes CIRCA staff, Regional Councils of Governments staff, Municipal Government staff, and State Agency Partners.
- 3.1.3 Resilient Connecticut Planning Framework (RCPF): The RCPF outlines strategies for the Resilient Connecticut planning process, and informs the objectives and scope for Phases II & III of Resilient Connecticut (Attachment 3).
- 3.1.4 Resilient Corridors: are strategic investment areas resilient to climate change, linking uplands to the coast through transportation hubs and providing egress and access routes across municipalities.
- 3.1.5 Resilient Transit-Oriented Development Opportunities: Transit Oriented Development (TOD) is the development of residential, commercial, and employment centers within one-half mile of walking distance of public transportation facilities, including rail and bus rapid transit and services that meet transit supportive standards for land uses, built

environment densities, and walkable environments, in order to facilitate and encourage the use of those services. Resilient Transit Oriented Development Opportunities consider the impacts of climate change and ensure community investments in TOD will be resilient in the future.

- 3.1.6 Zones of Shared Risk: are areas of land with groups of people who face common challenges. This can include the houses, land, infrastructure, hydrology, ecology, and social elements.
- 3.1.7 RBD (Rebuild by Design): The State of Connecticut received \$10 million for the development of a multi-neighborhood strategy and for the implementation of a pilot project that achieves flood risk reduction in the South End of Bridgeport's public and affordable housing.
- 3.1.8 Resilient Bridgeport: The U.S. Department of Housing and Urban Development (HUD) allocated supplemental Community Development Block Grant-Disaster Recovery funds (CDBG-DR) through the Rebuild by Design competition and Community Development Block Grant – National Disaster Resilience (CDBG-NDR) to the CT DOH for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster due to Hurricane Sandy. \$42 million of funding was allocated to develop a series of pilot projects to improve resilience in the South End community of Bridgeport including: A Flood Risk Reduction and Coastal Defense System, green and grey infrastructure for stormwater management, and a Resilience Center.
- 3.1.9 CDBG-DR: Community Development Block Grant –Disaster Recovery: Congressionally appropriated funding for the Community Development Block Grant (CDBG) Program as Disaster Recovery grants to rebuild affected areas and provide seed money to start recovery processes.
- 3.1.10 COG / RCOG: Councils of Government / Regional Councils of Government in the State of CT are regional planning organizations that assist communities with multi-jurisdictional planning. In Fairfield and New Haven Counties the West COG, Metro COG, Naugatuck Valley COG, and South Central Regional COG cover the coastal and inland communities that are the focus of Resilient Connecticut.
- 3.1.11 "Addenda": means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Qualifications documents by addition, deletions, clarification, or corrections.
- 3.1.12 "Contractor/Consultant": 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.
- 3.1.13 "Informal communications": means any communication method other than written emails to the Point of Contact Person identified for this RFP.
- 3.1.14 "Statement of Qualifications": means the Proposer's response to this Request for Qualifications.
- 3.1.15 "Services": shall mean all services described within the scope of this RFQ.

- 3.1.16 "Agreement": shall mean the contract issued as a result of this Request for Qualifications.
- 3.1.17 "Contract": may be a formal document signed by both parties or a purchase order.
- 3.1.18 "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 proposal 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 proposal submission, from work on projects located in Connecticut.
- 3.1.19 "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 3.13 for specific requirement(s) related to joint venture proposals.
- 3.1.20 "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 Statute) as amended by Public Act 11-229.
- 3.1.21 "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.
- 3.1.22 "UConn Health" or "UCH": shall mean University of Connecticut Health and its affiliates.
- 3.1.23 "Applicant" or "Proposer" as used in this Request for Qualifications ("RFQ") means the actual legal entity or entities submitting qualifications under this RFQ. The Applicant must be authorized to conduct business in the State of Connecticut, as evidenced by the records of the Connecticut Secretary of State.
- 3.2 RFQ 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 RFQ 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(s) exists or after the University has rejected all proposals.
- 3.3 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.
- 3.4 Sales Tax Exemption: In accordance Conn. Gen. Stat. §12-412(1)(A), the University is exempt from local, state, and federal excise taxes.
- 3.5 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University or as directed in Section 7.6.4. The University is particularly interested in references that are institutions of higher education.

- 3.6 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).
- 3.7 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.
- 3.8 Confidential Information: 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 Proposer wishes to supply any information, which it believes is exempt from disclosure under the Act, said Proposer 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 Proposer'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 Proposer in connection with its proposal.
- 3.9 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 to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.
- 3.10 Conflict of Interest: The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of Connecticut Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

- 3.11 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting. 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 using the information provided on their website.
- 3.12 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.
- 3.13 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 RFQ, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.
- 3.14 Notification of RFP/Q Status: Upon completion of the RFP/Q review process, all Proposers will receive a status notification.
- 3.15 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.
- 3.16 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University's name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.
- 3.17 Award: A contract will be awarded to the Consultant(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFQ, taking into account the quality of the goods or services to be supplied, their conformance with specifications, rates, administrative costs, past performance, warranty and financial responsibility. The University may:
- 3.17.1 reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
 - 3.17.2 correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies.
 - 3.17.3 make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits.
 - 3.17.4 award by item, groups of items or total bid; to reject any and all proposals 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.

4.0 Statement of Objectives

The Resilient Connecticut Project (formerly called the “Connecticut Connections Coastal Resilience Plan or C3RP”) originated through the development of the State of Connecticut’s Phase II application to the HUD National Disaster Resilience Competition (NDRC), and through a partnership between the State Agencies Fostering Resilience Council (SAFR), the Connecticut Department of Housing (DOH), the University of Connecticut Institute for Resilience and Climate Adaptation (UConn, CIRCA) and the Yale University Urban Ecology and Design Lab. The goal of the Phase II program is to develop a long-term resilience plan for the State of Connecticut to address the challenges of climate change and build a sustainable economic future for the State. The long-term vision for establishing resilient communities developed through the Phase II application and stakeholder engagement process includes the following themes:

- 4.0.1 Focusing community development around transit (resilient TOD);
 - 4.0.2 Creating corridors resilient to climate change (Resilient Corridors);
 - 4.0.3 Creating opportunities for affordable housing, and preserving and enhancing the quality of life of existing affordable communities;
 - 4.0.4 Developing energy, economic, and social resilience; increasing transit connectivity;
 - 4.0.5 Adapting structures and critical infrastructure in the flood zone to withstand occasional flooding, and;
 - 4.0.6 Protecting communities through healthy buffering ecosystems, where critical services, infrastructure and transport hubs are located on safer, higher ground, and where strong connections exist between the two.
- 4.1 The Resilient Bridgeport and Rebuild by Design pilot projects, also funded through HUD CDBG-DR and NDRC awards to the State, illustrate district to community scale projects that are indicative of the pilot projects we will seek to develop through this effort. The Resilient Connecticut regional planning process will look for regional opportunities across vulnerable areas of Fairfield and New Haven Counties where the Team working with the Consultant(s) and stakeholders can develop innovative climate adaptation solutions. Fairfield and New Haven Counties include the region most impacted by Superstorm Sandy, the qualifying disaster for the award as determined by HUD. For more information about the NDRC program please visit the program website at: <https://portal.ct.gov/DOH/DOH/Sandy-Pages/Sandy-Programs/NDRC>
- 4.2 Selected Consultant(s) will work in partnership with the Resilient Connecticut Team including CIRCA staff, Regional Councils of Governments staff, Municipal Government staff, and State Agency Partners (hereinafter referred to as the “Team”). The Consultant(s), working with the Team, will assess current and future vulnerabilities in the region resulting from the impacts of sea-level rise, temperature changes and other variables, and identify opportunities for resilience and adaptation that provide broad regional co-benefits and build on the concepts outlined in the Resilient Connecticut Planning Framework (Attachment 3) including “Resilient Corridors”, “Resilient Transit-Oriented Development Opportunities”, and identification of “Zones of Shared Risk.”

4.3 Recognizing the need to consider working across different geographies, multiple scales of decision-making, and a wide variety of stakeholders, it is anticipated that the planning process will require substantial collaboration and coordination among local, regional, and state partners. The Consultant(s) should organize a robust engagement process working closely with the Regional Councils of Governments (COGs) and with targeted groups and jurisdictions in Fairfield and New Haven Counties. The engagement should adopt and improve on the ongoing outreach and engagement strategies completed for the Resilient Bridgeport and Rebuild by Design pilot projects. The Connecticut Department of Housing (DOH) is administering both projects through the same HUD NDRC award to the State. The Consultant(s) should anticipate working closely with the Team to apply multiple tools and approaches for regional analysis. Throughout the process we are seeking recommendations that will inform the analysis of vulnerable areas and opportunities for the practice of resilience and adaptation planning in Connecticut. We are seeking to increase local adaptive capacity and contribute to the refinement of the RCPF and the development of a “Statewide Resilience Roadmap.”

5.0 Scope of Work

5.1 Program Description

5.1.1 Selection will be based on a one-stage quality-based process centered on area of practice, qualifications, experience, technical criteria and market costs as more particularly described in the *Instructions to Applicants (sec 7.0)*. The University intends to contract with the highest ranked qualifying response deemed most advantageous to the University to complete the scope of services. The University reserves the right to engage additional qualifying bidders, for the development of pilot projects outlined in section 5.3. Contract(s) are expected to run concurrent with the grant award from HUD thru CT DOH, with the option to extend for three (3) additional one-year terms, as funding or changes to scope deem appropriate. Qualified Proposers shall understand there is no guarantee of work. UConn reserves the right to reject all bidders and reissue the RFQ at a later date.

5.1.2 In order to be considered for award in response to this RFQ, Proposer(s) must demonstrate that, for the last year it (i) has operated as a professional providing the services as requested in the RFQ; and (ii) has held throughout that time period, and continues to hold, its professional association/organization or as is recommended pursuant to applicable industry standards in order to perform such professional services in the State of Connecticut.

5.2 Scope of Services: Tasks shall include but are not limited to:

5.2.1 Project Organization, Scheduling and Integration with Resilient Connecticut

- 5.2.1.1 The Consultant(s) will work closely with CIRCA to review the project deliverables and timeline and establish a viable workflow and schedule of meetings and deliverables to support the Resilient Connecticut Team.
- 5.2.1.2 The Consultant(s) will manage all aspects of the scheduling and meeting coordination on behalf of the Team including organizing and scheduling a robust communication strategy between the Consultant(s) and CIRCA around tools, technical analysis, planning and synthesis.
- 5.2.1.3 The Consultant(s) will work with the Team to review, adapt, and apply the Resilient Connecticut Planning Framework (RCPF) (Attachment 3) as a methodology and process for regional evaluation and design. The current RCPF draft should be adapted and refined.
- 5.2.1.4 The Consultant(s) should anticipate working closely with the four (4) Regional Councils of Governments with jurisdictions in Fairfield and New Haven Counties (West COG, Metro COG, Naugatuck Valley COG, and South Central Regional COG).

5.2.2 Refine the Inventory of Past, Present and Future Resiliency Planning Efforts Prepared by the COGS and Use the Inventory to Define Regional Project Opportunities and Zones of Shared Risk.

- 5.2.2.1 The Consultant(s) will coordinate with the Team and work closely with the COGS to support the organization and refinement of the inventory of existing past, present and future projects and data, as well as to identify data needs that can feed into additional planning in the region. This may include the further digitization and organization of the project database of resilience and adaptation projects. The inventory of projects and vulnerabilities are being researched and organized by the COGS focusing on previous planning such as Hazard Mitigation Planning, coastal resilience planning, and workshops.
- 5.2.2.2 The Consultant(s) will review, organize and synthesize additional CIRCA and CIRCA supported partner materials and data. Examples include the South Central COG's Climate Adaptation and Resiliency Planning for Protection of Public Drinking Water, CIRCA/DPH's Drinking Water Vulnerability Assessment and Resilience Plan, and the CT State Historic Preservation Office's Cultural & Historic Resources Inventory.
- 5.2.2.3 The Consultant(s) will coordinate with the Team to identify, evaluate and document Zones of Shared Risk. The Consultant(s) will analyze combinations of regional scale opportunities that incorporate spatial and temporal planning developed around Zones of Shared Risk and Resilience Corridors, as well as other planning tools such as opportunity zones and other critical planning strategies.
- 5.2.2.4 This will include mapping to identify strategies that build on existing multijurisdictional natural hazard mitigation plans (NHMPs) and regional plans of conservation and development (POCDs) as well as municipal scale projects.

5.2.3 Use and Refine CIRCA’s Regional Vulnerability Assessment and Other Tools to Further Identify, Test and Evaluate Selected Regional Project Opportunities and Zones of Shared Risk for Adaptation

- 5.2.3.1 The Consultant(s) will establish a robust technical coordination, review and refinement process with the Team in order to inform and utilize existing tools including the CIRCA Coastal Vulnerability Assessment (CVA) and integrated flood modelling tools. The consultant should anticipate close coordination with CIRCA in order to inform and augment the tools and make them effective. Additional areas of focus may include, but are not limited to: transportation, energy, stormwater infrastructure, as well as housing and public buildings (including public housing, critical facilities and emergency response), key economic assets and commercial areas, planned development projects, ecosystem services and natural resources, cultural resources, stakeholder responses and public health considerations (including drinking water, wastewater, and regional health assets).
- 5.2.3.2 The Consultant(s) will evaluate funding mechanisms and ways in which regional scale projects can be developed to incorporate diverse funding opportunities as part of their regional assessment of zones of shared risk.
- 5.2.3.3 The Consultant(s) will research and provide an overview of regulatory considerations in relation to the regional scale projects.
- 5.2.3.4 The Consultant(s) will work closely with the Team to review CIRCA modeling, field reconnaissance and geotechnical data to further evaluate specific areas of concern and inform the regional assessments. This may include additional measurements necessary to support assumptions about flooding as well as the probability of failure for structures (E.g. Existing tide gates and the implications of failure). The Consultant(s) should anticipate extensive meeting and exchange recognizing the situational nature of this role and the need for dialogue and discussion.
- 5.2.3.5 Building on the assessment of regional vulnerabilities the Consultant(s) will develop the Zones of Shared Risk into potential regional adaptation project areas. These projects should seek to address the interdependencies and cascading climate hazards between critical systems and lifelines. They should be replicable and the process should work across political boundaries to identify challenges that can’t be addressed by a single municipality or through business-as-usual land use planning. Socially vulnerable populations and environmental justice communities in the region will be prioritized.
- 5.2.3.6 Through this comprehensive regional vulnerability and opportunity assessment of New Haven and Fairfield Counties, the Consultant(s) will work with the Team to select five (5) regional resilience and adaptation areas per COG within the project area. The Consultant(s) should develop a feasibility study to screen alternatives against the project goals to ensure efficacy of each alternative and any externalities. A cost-benefit analysis should be developed to inform the selection of preferred alternatives.
- 5.2.3.7 The Consultant(s) should develop the selected regional projects as conceptual plans for comparative review and evaluation by the team and stakeholders.

- 5.2.4 Establish and Run a Robust Stakeholder Engagement Process Across Selected Regions in Fairfield and New Haven Counties and as Part of the Overall Resilient Connecticut Engagement
 - 5.2.4.1 The Consultant(s) should anticipate overseeing the organization, management and running of a series of regional stakeholder meetings to provide input and review the outcomes of the regional vulnerability analysis.
 - 5.2.4.2 The Consultant(s) should anticipate running charrette style meetings with high quality maps and visualizations in order to co-generate a shared understanding of risks and opportunities, as well as regional project strategies with stakeholders. The engagement should adopt and improve on the ongoing outreach and engagement strategies completed for the Resilient Bridgeport and Rebuild by Design pilot projects.
 - 5.2.4.3 The Consultant(s) will plan, coordinate, and lead stakeholder meetings to solicit feedback on potential pilot projects and participate in the Resilient Connecticut annual summit tentatively planned for November 2020.
- 5.2.5 Opportunities should be pursued to reach stakeholders through multiple communication channels including web tools and developing postings to websites and ArcGIS online, webinars and online forums, and social media, other media releases, printed copies on view at public libraries and town halls with CIRCA, COG, and municipal staff support.
- 5.2.6 Refine the Assessment for Evaluating Regional Scale Resilience Opportunities through the Development of an Analysis and Prioritization Process and a Cost-Benefit Analysis and Recommend Pilot Projects for Team Selection
 - 5.2.6.1 Based on feedback and guidance from the Team, the Consultant(s) will further refine and evaluate the regional scale sites. The Consultant(s) should anticipate developing site analysis and feasibility studies for each region working closely with the Team.
 - 5.2.6.2 The Consultant(s) will review and build on the “PERSISTS” decision support criteria in the Resilient Connecticut Planning Framework (RCPF) (Attachment 3) as well as, through the application of social vulnerability, and regional impact analysis to the Team and stakeholders. This should include additional evaluation and review of permitting requirements and funding opportunities for potential projects.
 - 5.2.6.3 The Consultant(s) will work with the team to develop and apply a cost benefit analysis to selected locations.
 - 5.2.6.4 The Consultant(s) should prepare a white paper with supporting graphics laying out the prioritization approach and the process of analysis and selection. The Consultant(s) should also prepare a presentation/webinar describing the prioritization approaches used and how it applies to other locations. This process should be distilled down into a decision tree methodology and included on the website.

5.2.6.5 Based on this analysis and review, the Consultant(s) will generate recommendations based on this approach to support the prioritization of the pilot projects.

5.2.7 Prepare a Final Report with Graphics Documenting the Planning Process, Analysis and Results and Prepare and Share Data and Maps

5.2.7.1 The Consultant(s) will prepare a draft report for review and a final report providing an overview of all of the activities, engagement process, feedback and outcomes of the regional planning process and pilot project selection.

5.2.7.2 The report should provide the necessary materials documenting the regional resilience opportunities to inform development of regional planning and the process of prioritization and pilot project selection.

5.2.7.3 The report should include graphics and maps that can be shared publicly to illustrate the regional scale analysis as well as information about the process of engagement.

5.2.7.4 The report should also include summary and synthesis tables and graphic charts in order to share publicly the findings and materials and to use for presentations, on the website, via media releases and other publication venues.

5.2.7.5 A database of projects and prioritization analysis should be provided as a future planning tool.

5.2.7.6 The Consultant(s) should anticipate presenting during a series of public meetings on updates and the results.

5.3 Additional Services

UConn reserves the right to award additional services to the selected Consultant as well as engage additional qualifying Proposers for any or all of the following services:

5.3.1 Assessment and Planning for Pilot Projects

5.3.1.1 Consultant(s) may be asked to prepare additional analyses for selected pilot projects (e.g. feasibility studies, hydraulic modeling, or other assessments). The Consultant(s) may be asked to prepare supporting permitting materials such as Environmental Review and/or Assessment.

5.3.1.2 Design and engineering of implementable pilot projects through 30% Schematic Design.

5.3.1.3 Consultant(s) may be asked to prepare plans for selected pilot projects ranging in scale from site, to neighborhood, to sub-regional scale.

5.3.1.4 The pilot project plan development will require the Consultant(s) to develop alternatives analysis, integration of CIRCA adaptation option evaluation and simulation data, a robust stakeholder engagement process at a scale appropriate for the project, and initial cost estimates and construction schedules.

5.3.2 General

Additional services not anticipated may arise that are necessary for the completion of the regional planning process and the development of pilot projects by the winter of 2022. These additional items may include: administration, project management or other services, permitting, design, regulatory compliance, community concerns or other factors.

5.4 Timeline

The NDRC and Resilient Connecticut funding has specific timelines for completion of project activities. All work must be finalized by **March 15th, 2022**. Given the complex nature of the work involved it is UConn’s expectation that the regional planning phase of this project will be completed no later than **March 28, 2021**, and that additional services to develop plans for selected pilot projects will be completed no later than **March 15, 2022**. The work conducted through this scope must be presented in a timeline designed to meet that end date expectation.

6.0 Evaluation Criteria and Process

6.1 All responses will be evaluated by a selection committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University. The qualitative factors to be used in this evaluation are as follows:

Criteria	Points
PROJECT APPROACH: clarity and strengths of the bidder’s project approach based on: <ul style="list-style-type: none">• Narrative description• Associated activities and organizational plan including a clear link between the staffing proposal and personnel, including subcontractors, as a response to the requirements of this contract.• Applicant’s proposed schedule and process of engagement• Approach to completing all required activities and tasks as described in this RFQ	35

<p>TEAM: strengths of the interdisciplinary participants and team structure, including:</p> <ul style="list-style-type: none"> • Applicant’s proposed project personnel and their qualifications and experience in regional or multijurisdictional planning projects of a similar nature. • Applicant demonstrates extensive knowledge and skill in landscape architecture and planning, engineering and modeling, and coastal ecology. • Experience considering innovative ecological options including nature-based solutions and innovative urban design, sustainable infrastructure and environmental planning. • Experience and knowledge of planning, engineering, design and construction processes in Connecticut including Plans of Conservation and Development, Natural Hazard Mitigation, Transportation Studies, Urban Design, Landscape Architecture and Planning, Economic Development, Watershed Management and Resilience Planning. 	30
<p>EXPERIENCE:</p> <ul style="list-style-type: none"> • Specific experience with municipal, regional councils of government, State and Federal agencies responsible for planning and regulatory approval and permitting. • Specific knowledge of and compliance with CDBG generally and CDBG-DR by the lead firm or one of their subcontractors. • Experience with communities of comparable characteristics to Fairfield and New Haven Counties. • Knowledge of State Flood Management requirements per C.G.S. 25-68, the Connecticut Building Code, zoning codes, the State and Federal Fair Housing Laws. • Knowledge of AIA documents, general construction practices and familiarity with the State Standards of Design and Construction, SOI Standards. • Knowledge of Federal regulations regarding mitigation and resiliency. 	25
<p>SMALL BUSINESS: The bidder’s certification as or inclusion of subcontractors with certification as MBE or WBE enterprises scored commensurate with share of contract scope lead by certified firms</p>	5
<p>RATES</p>	5

6.2 Response Clarification

Responses will be reviewed by a Committee appointed by CIRCA. Where the committee reviewing the proposals determines that any or all of the responses require clarification, the committee may require any or all of the bidders to clarify their responses through an oral presentation or by response to written questions. However, the oral presentation or written response may not be used to change or supplement the original proposal.

6.3 The University expressly reserves the following rights:

- 6.3.1 To reject any and all proposals and to waive any informalities, irregularities or technical defects in the proposal if it is deemed to be in the best interest of the University.
- 6.3.2 To solicit, receive and/or utilize information from any persons or entities referenced or used as references, or from persons or entities having knowledge of the Proposer’s

experience, abilities, past performance, integrity, financial status or any other definitive characteristics.

6.3.3 The submission of a proposal shall constitute an express authorization by the Proposer to the University to obtain all information it deems pertinent.

6.4 Selection: Proposals will be evaluated in conjunction with the anticipated needs of the University and the information provided by the Proposer as well as any information obtained in follow up from references, persons, or other sources identified by the Proposer or otherwise known to the University. A committee will review the materials provided and at its sole discretion determine the selected Proposer(s) as detailed.

6.5 Notification: All Proposers will be notified of the status of their proposal as soon as practical after determination by email.

6.6 Contract: A copy of UConn’s standard terms & conditions are attached, by submitting a proposal the Consultant accepts the terms without exception. Additional terms, specific to the scope of services and deliverables, will be negotiated with the qualified Consultant(s).

7.0 Instructions to Applicants

7.1 RFQ Schedule

RFP SCHEDULE	DUE DATES*
RFQ Issue/Release	2/11/20
Written Inquiries from RFQ Participants	2/21/20 by 2pm EST
Responses to Inquiries	2/26/20 by 2pm EST
Submittal Due Date & Time	3/13/20 by 2pm EST
Anticipated Award Date	3/30/20
*Subject to change as deemed necessary by the University.	

7.2 Point of Contact: All communications and/or inquiries regarding this RFQ **must** be directed to the contact person identified below. 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 7.1.

Kathleen Kearney
Research Category Manager
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
E-mail: kathleen.kearney@uconn.edu

Include in the subject line: **RFQ # KK011020 Resilient Connecticut – Engagement, Planning, Design, Architectural, Engineering Services.**

7.3 Communications

7.3.1 Upon formal issuance of a RFQ, the University and Applicant(s) will cease all informal communications relevant to the RFQ and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Consultant(s), all other Applicants have been notified as to their RFQ status, or when the University formally rejects all responses and cancels the RFQ process. Failure to adhere this provision may result in an Applicant being declared ineligible, response rejection, or RFQ cancellation. The University will not respond to any request for clarification received after the Deadline for Written Inquiries, as noted in Section 6.1, has expired.

7.3.2 Under no circumstances, may any Applicant or its representative contact any employee or representative of the University regarding this RFQ prior to the closing date, other than as provided in Section 6.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in the Applicant being considered as non-compliant and ineligible for award.

7.4 Addenda: Addenda are issued in response to questions and/or University clarifications and revisions to the RFQ. Addenda are incorporated into the RFQ and may be incorporated along with the RFQ 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/> and the State of Connecticut Department of Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The Applicant is solely responsible to obtain/retrieve addenda from either website. Failure of an Applicant to retrieve any addendum shall not relieve the Applicant of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Applicant and returned with the response. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response.

7.5 Qualification of Applicant

7.5.1 In order to be considered for award in response to this RFQ, a firm must demonstrate that, for the last year it

- a) has operated as a professional providing the services as requested in the RFQ; and
- b) has held throughout that time period, and continues to hold, its professional association/organization or as is recommended pursuant to applicable industry standards in order to perform such professional services in the State of Connecticut.

- 7.5.2 If the Applicant is an LLC (Limited Liability Company) the following must be provided with the RFQ submission:
- a) Certificate of legal existence from the State of organization/formation of the entity proposing to the University.
 - b) For entities that are organized/formed in a State other than Connecticut, in addition to #1, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.
- 7.5.3 In an effort to foster a more diverse pool of experienced firms, the University encourages Connecticut certified Small Business Enterprise and Minority Business Enterprise (SBE/MBE) participation. A certified SBE/MBE firm must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capitol Avenue, Hartford, CT 06106, Fifth floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://das.ct.gov/cr1.aspx?page=34>.

7.6 **Statement of Qualifications:** Prospective firms shall submit a Statement of Qualification (“SOQ”) in the manner specified below and will provide the requested information and documents arranged in the following order:

- 7.6.1 **Narrative Description of Services:** provide a description, up to 20 pages, conveying the Applicant’s strategy for completing the scope of services. Special attention should be paid to the interdisciplinary nature of the team and distinct contributions of team members, as well as reference strategies from prior experiences demonstrating the Applicant’s ability to meet the scope, engage the various constituents, assure quality results, and effectively meet the program requirements of CDBG-DR.

The narrative should address:

- 7.6.1.1 The proposed work plan, including your approach and timetables in order to meet the scope of services
- 7.6.1.2 The team make up, their expected roles and contribution, and overall qualifications to perform the services required. *Refer to 7.6.2 Organizational Structure & Staff for additional details to be provided.*
- 7.6.1.3 Reference prior experiences of your firm and team members working with state, regional, municipal land use departments and public outreach, experiences implementing similar projects. Include proven knowledge of and compliance with CDBG generally and CDBG-DR specifically by the lead firm or one of their subcontractors.
- 7.6.1.4 History with Governmental Entities:
 - a. No previous record of default on a government contract;
 - b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24.

- c. No formal debarment or suspension from entering into contracts with a Connecticut governmental agency; or other notification of ineligibility or prohibition against bidding or proposing on government contracts.

7.6.2 Organizational Structure & Staff:

- 7.6.2.1 The qualified Applicant shall be led by a principal or partner of an established professional firm, and include landscape architect(s), architects and/or engineer(s) licensed in the State of CT.
- 7.6.2.2 A chart delineating the Applicant’s project organization, including program and project manager(s), other professional and technical personnel, with description of the role/function each will perform.
- 7.6.2.3 The Applicant shall provide resumes for the management and technical staff who will be directly engaged in the activities under this contract.
- 7.6.2.4 For personnel presented in narrative and organizational chart, identify the referenced project history examples in their resumes / bios.
- 7.6.2.5 Use of subcontractors should be detailed.
- 7.6.2.6 No senior personnel substitutions are permitted without the consent of the Project Director.

7.6.3 Cost Estimating Experience:

The selected Consultant(s) may be required to provide construction cost estimates and review of estimated costs, as part of this contract. The professional providing these services must:

- 7.6.3.1 Have a minimum of 5 years’ experience in construction cost estimating;
- 7.6.3.2 Have previous experience in the construction of site infrastructure and projects designed by civil engineers; and
- 7.6.3.3 Have knowledge of current national and local construction market trends, labor and material costs including Davis-Bacon wage requirements, regional cost differences, and the DOT Standards of Design and Construction guideline square foot cost per building type, and the SOI Standards.

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

(a) Commercial General Liability

- 1. Each Occurrence \$1,000,000
- 2. Products/Completed Operations \$1,000,000

- 3. Personal and Advertising Injury \$1,000,000
- 4. General Aggregate \$2,000,000
- 5. Fire Legal Liability \$ 100,000
- Umbrella Liability – Each Occurrence \$1,000,000

(b) Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000 /occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in the agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

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

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

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

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports, and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under the Agreement.

7.6.5 **References:** provide a minimum of 3 current, verifiable references, for which the Applicant has performed similar services within the last five (5) years. Include the name, title, e-mail address and telephone number of each reference and description of duties.

7.6.6 **Professional Hourly Rates By Discipline:**

7.6.6.1 Applicant s are requested to provide all-inclusive hourly rates by discipline to be held for the term of any resulting contract. The University reserves the right to negotiate the rates submitted as a condition of final award.

- 7.6.6.2 Professional, all-inclusive hourly rates for the Applicants shall be based on all-inclusive prices per hour, which prices shall be in effect for the duration of the contract. The University will not pay or reimburse the Applicant for any costs or expenses that are not included in the proposed professional hourly rates.
- 7.6.6.3 Professional, all-inclusive hourly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal costs, consumables, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication, and all mailings.
- 7.6.6.4 The University will not provide office space, desks, copiers, office supplies or telecommunications equipment. The Applicant shall be responsible for providing computer equipment and support compatible with the University computing environment.
- 7.6.6.5 Consultant(s) shall provide pricing/quotations with adequate detail, labor/supervisor rates, list of subcontractors (if applicable), and services performed. Quotations will be provided at no cost to the University.

8.0 Submission Instructions

- 8.1 RFQ Due Date and Time: Responses are due on **March 13, 2020 at 2:00pm (local time)**. 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.
- 8.2 Deliver to Address:
 - Kathleen Kearney
 - Research Category Manager
 - University of Connecticut
 - Procurement Services
 - 3 Discovery Drive, Unit 6076
 - Storrs, CT 06269-6076
- 8.3 Sealed Responses: Responses must be submitted, in a media format as identified below in Section 8.4, in a SEALED envelope or carton, clearly marked with the RFQ number and the name and address of the Applicant
- 8.4 Response Media: Enclose an electronic version of all required documentation as outlined below, compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xls) on a USB flash drive. Include one original hardcopy of the Statement of Qualifications.

8.5 Response Submittal Format: Provide a proposal formatted as a PDF which is clearly bookmarked in accordance with the designations below. (Note: Some documentation are to be submitted in WORD or EXEL formats as indicated)

8.5.1 Statement of Qualifications

8.5.1.1 **Exhibit 1**: Narrative Description of Services *(pdf)*

8.5.1.2 **Exhibit 2**: Organization Structure *(pdf)*

8.5.1.3 **Exhibit 3**: Cost Estimating Experience. *(pdf)*

8.5.1.4 **Exhibit 4**: Professional Hourly Rates for roles detailed *(pdf)*

8.5.1.5 **Exhibit 5**: Proof of Insurance *(pdf)*

8.5.2 *Appendix A-C do not apply*

8.5.3 **Appendix D**: Company Profile Form *(Excel format)*

8.5.4 **Appendix E**: Reference Form *(pdf)*

8.5.5 Miscellaneous Documents:

8.5.5.1 **Appendix F**: A/E/C Seal Data form with copy of the Registration/Licenses of those persons employed by Applicant who are able to conduct business in the State of Connecticut *(pdf)*


8.5.5.2 **Exhibit 6**: Certificate of Legal Existence issued by the Connecticut Secretary of the State. *(pdf)*

8.5.5.3 **Attachment 4**: Formal Acknowledgement that Applicant has reviewed the University's standard terms & conditions, and accepts them without exception. *(pdf)*

8.5.6 Required Forms:

8.5.6.1 Form 1 Gift and Campaign Certification  [Form 1 Adobe.pdf](#)

8.5.6.2 Form 5 Consulting Agreement Affidavit  [Form 5 Adobe.pdf](#)

8.5.6.3 Form 6 Affirmation of State Ethics Laws Summary  [Form 6 Adobe.pdf](#)

8.5.6.4 Form 7 Iran Certification  Form 7 Adobe.pdf

8.5.6.5 Non-Discrimination Certification **(Use Form C)**

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

8.5.6.6 Bidder Contract Compliance Monitoring Report

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

8.5.6.7 SEEC FORM 10 Acknowledgement of Receipt

[SEEC FORM 10 Acknowledgement of Receipt](#)

8.5.6.8 CT Economic Impact Form [Connecticut Economic Impact Form](#)

8.5.6.9 Anti-Collusion Affidavit (See Attachment 2)

End of Instructions

Attachment 1
AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT)
) **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:

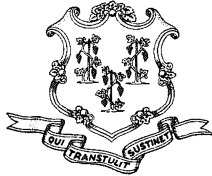
Name: _____
Title: _____

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)

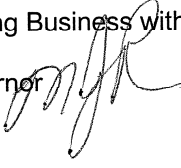
Attachment 2



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.

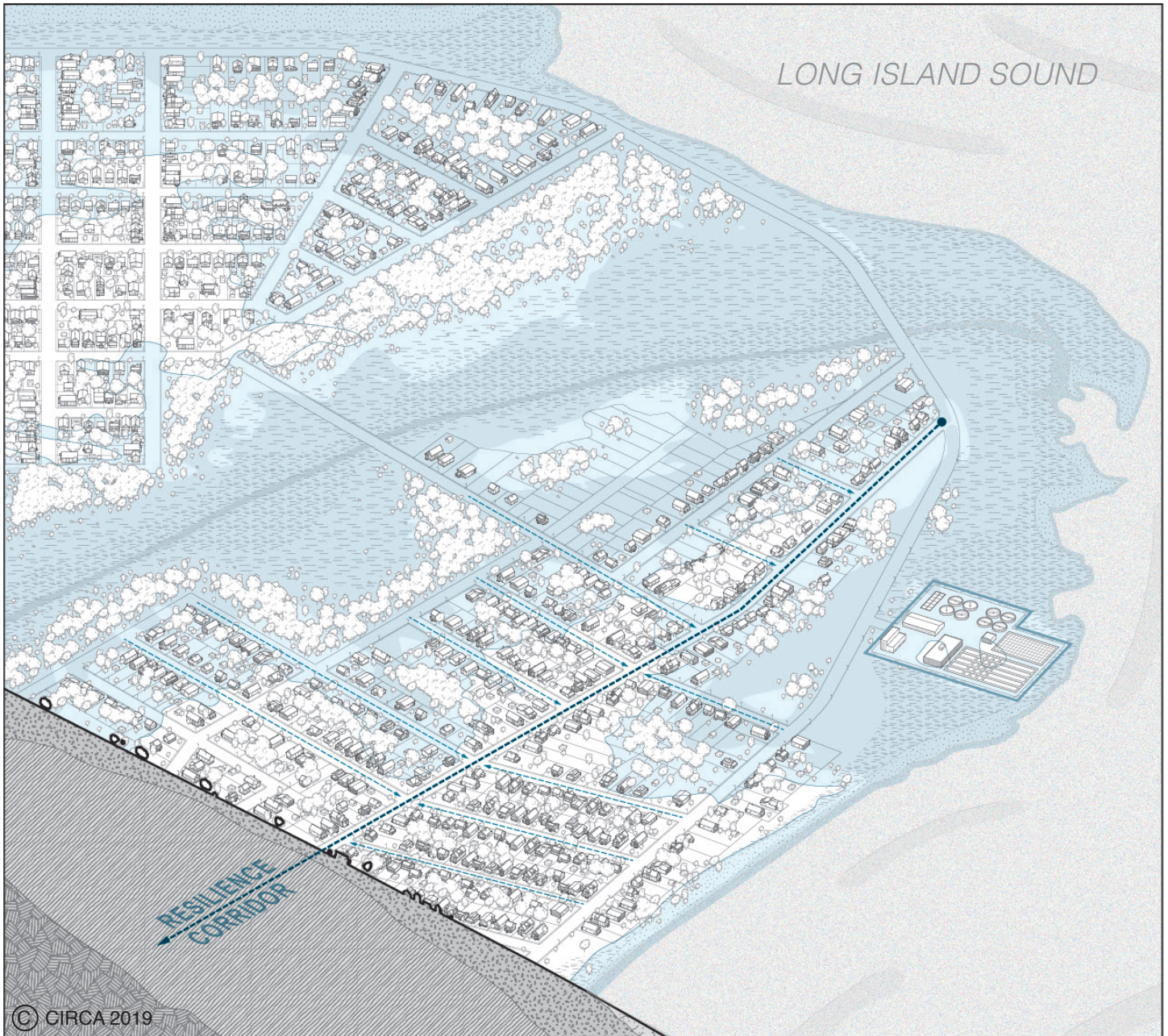
I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly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

Resilient Connecticut



Planning Framework

Connecticut Institute for Resilience and Climate Adaptation



Resilient Connecticut Planning Framework

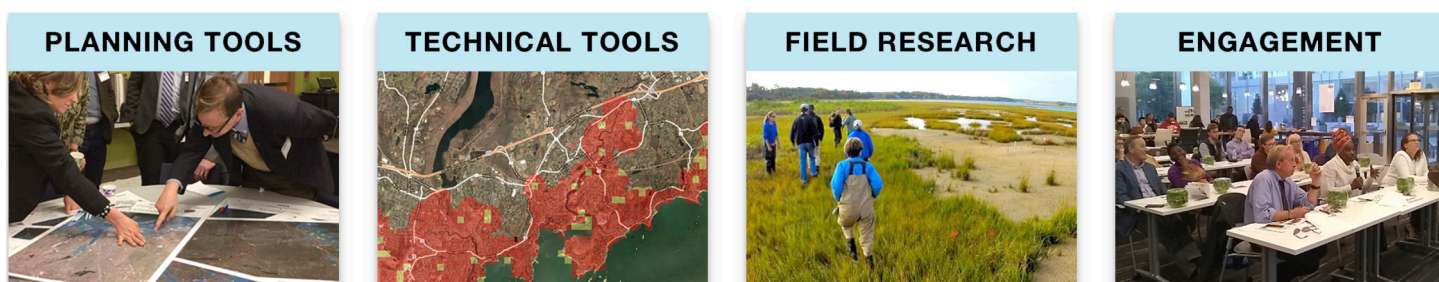
Connecticut Institute For Resilience and Climate Adaptation

1080 Shennecossett Road Marine Sciences Building, Groton, Connecticut 06340

Phone: 860.405.9228 Email: circa@uconn.edu Website: <https://resilientconnecticut.uconn.edu/>

An Equal Opportunity Employer

The Connecticut Institute for Resilience and Climate Adaptation (CIRCA) provides technical analysis and innovative planning tools for a climate resilient Connecticut. Our technical analysis is informed through field research. Information is disseminated through Public engagement. This document outlines strategies for the Resilient Connecticut planning process. The Resilient Connecticut Planning Framework (RCPF) informs the objectives and scope for Phases II & III of Resilient Connecticut.



WHAT IS RESILIENT CONNECTICUT?

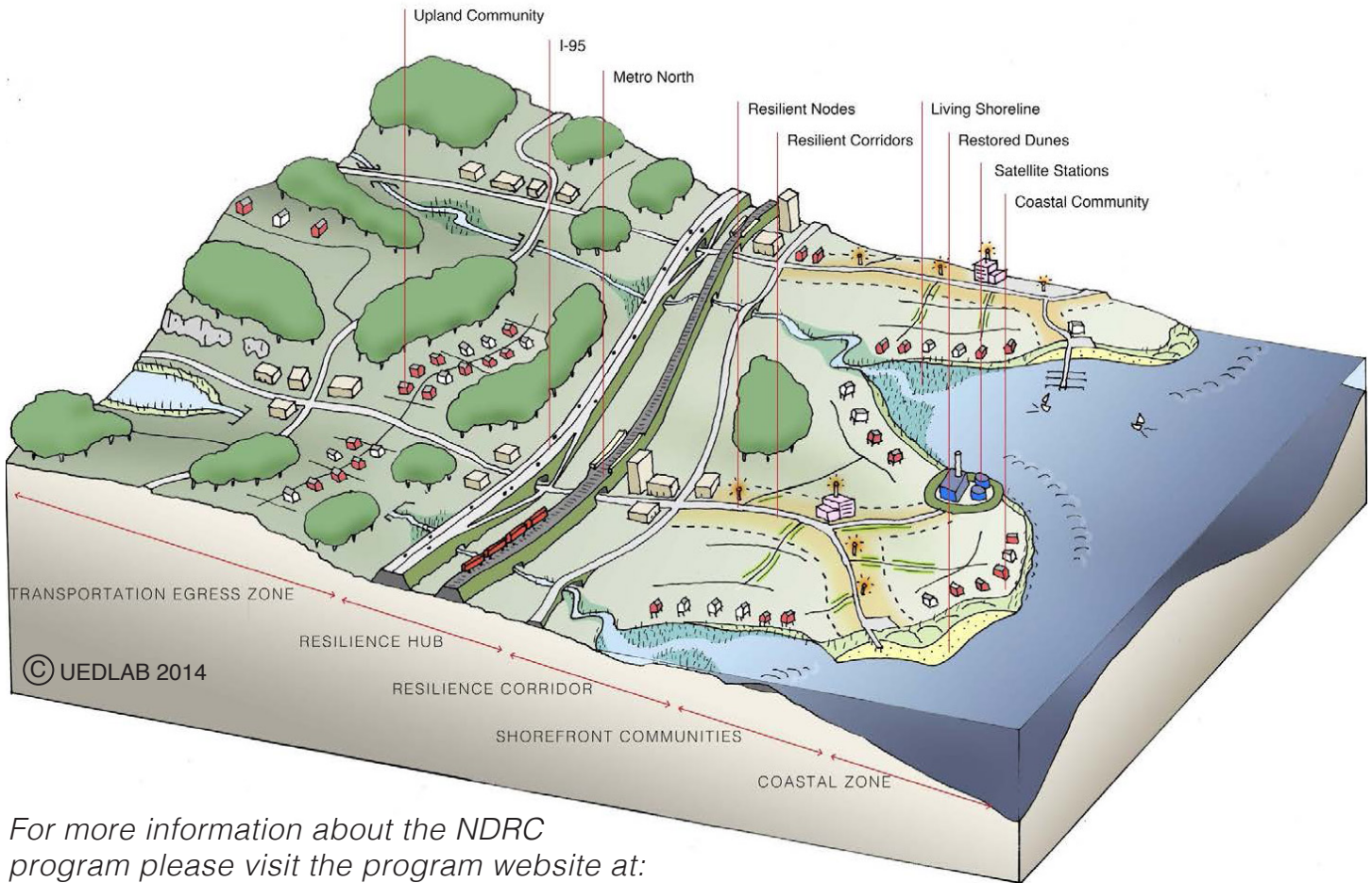
The Resilient Connecticut Project originated through the development of the State of Connecticut's Phase II application to the HUD National Disaster Resilience Competition (NDRC), and through a partnership between the State Agencies Fostering Resilience Council (SAFR), the Connecticut Department of Housing (DOH), the University of Connecticut Institute for Resilience and Climate Adaptation (UConn, CIRCA) and the Yale University Urban Ecology and Design Lab (UEDLAB). The goal of the Phase II program is to develop a long-term resilience plan for the State of Connecticut to address the challenges of climate change and build a sustainable economic future for the State. The project will generate recommendations for a Statewide Resilience Road map that includes regional resilience and adaptation planning, policy consideration, and actionable priorities. In addition, science-based regional risk assessments will inform municipal to regional scale initiatives and pilot projects. Resilient Connecticut's guiding principle is to establish resilient communities through smart planning that incorporates economic development framed around resilient transit-oriented development, conservation strategies, and critical infrastructure improvements.

To learn more about Resilient Connecticut, visit: <https://resilientconnecticut.uconn.edu/>



THE PLANNING PROCESS

The Resilient Connecticut regional planning process will look for regional opportunities across vulnerable areas of Fairfield and New Haven Counties where the Team working with stakeholders can develop innovative climate adaptation solutions. Fairfield and New Haven Counties include the region most impacted by Superstorm Sandy, the qualifying disaster for the NDRC Award as determined by HUD.



For more information about the NDRC program please visit the program website at: <https://portal.ct.gov/DOH/DOH/Sandy-Pages/Sandy-Programs/NDRC>

The long-term vision for establishing resilient communities developed through the NDR application and stakeholder engagement process includes the following themes:

- Focusing community development around transit (resilient TOD);
- Creating corridors resilient to climate change (Resilient Corridors);
- Creating opportunities for affordable housing, and preserving and enhancing the quality of life of existing affordable communities;
- Developing energy, economic, and social resilience;
- Increasing transit connectivity;
- Adapting structures and critical infrastructure in the flood zone to withstand occasional flooding, and;
- Protecting communities through healthy buffering ecosystems, where critical services, infrastructure and transport hubs are located on safer, higher ground, and where strong connections exist between the two.

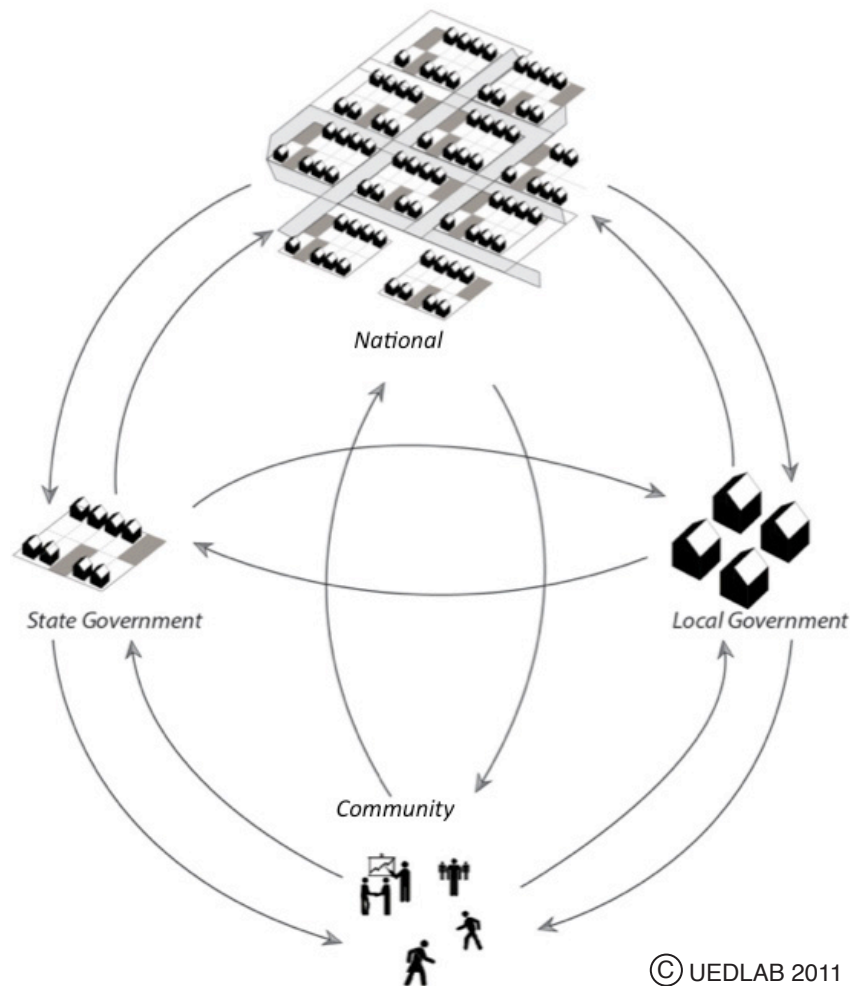


1. Set the Stage – Establish Project Partnerships, Goals and Regional Scope Informing Locations and Scales

a. Define relevant partnerships between stakeholders, building on existing and creating new collaborative partnerships where needed (e.g. between municipalities, regional councils of governments, state agencies, utilities, and others) to identify climate vulnerabilities and to enable comprehensive regional adaptation approaches that reduce shared risks. Capitalize on existing communication, coordination, and working relationships between municipalities and regional councils of government. Promote inter-municipal coordination, cooperation, and assistance to address shared hazards.

b. Establish clear goals and objectives including project scales and boundaries considering the project context, participants, scope, budget and time frame.

c. Build on the state’s approach of assessing the patterns imposed by Connecticut’s geologic, watershed, and political boundaries, overlaid with existing infrastructure to define regional project scales. This includes looking at regional transportation, energy, water, housing, health, ecological, and commercial infrastructure systems and the unique geography of Connecticut.



d. Collect, organize and evaluate available planning documents and data sources, identify critical assets, and areas of planned conservation and development. Identify existing planning processes within and between towns, regional councils of government, and state agencies, building on previous climate adaptation efforts where possible and avoiding duplicative efforts. Identify barriers and opportunities in the planning process to achieving local and regional resilience.

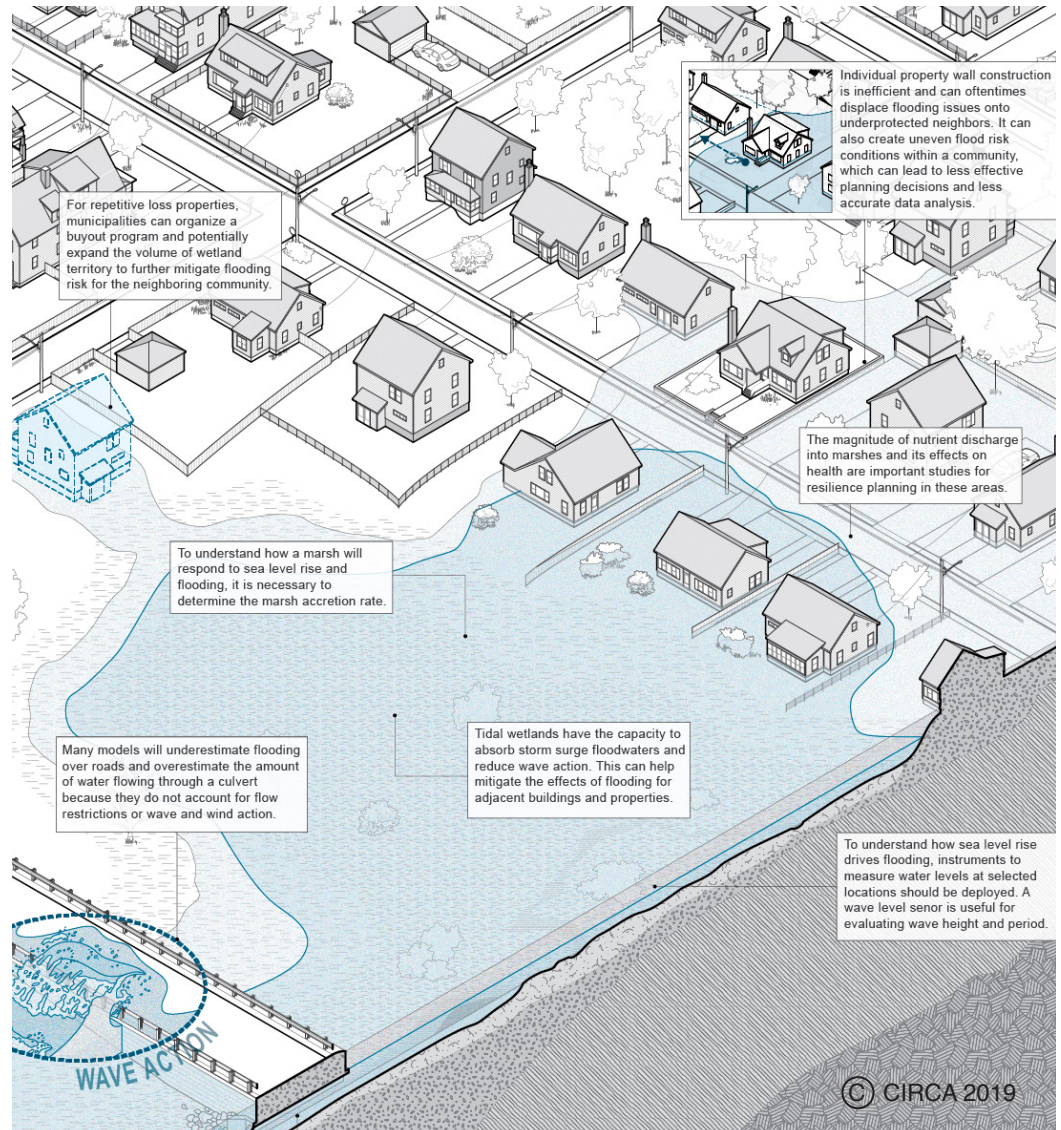


2. Apply Robust Science and Technical Analysis to Planning

a. Utilize projected climate change scenarios using CIRCA's vulnerability assessment and other tools to establish a shared baseline understanding of climate change risks and their regional impacts in Connecticut.

b. Identify and model climate risks and interdependencies of critical regional infrastructure systems such as transportation, ecology, energy, water, housing, health, and socio-cultural spaces.

c. Define regional scale challenges and down-scale the modeling of climate change impacts (e.g. the predicted effects of sea-level rise, precipitation, and temperature changes) across near, mid, and long term timescales.



d. Use analysis to identify regional challenges. Map “Zones of Shared Risk” at regional, sub-regional, and municipal scales in New Haven and Fairfield Counties. Identify areas of vulnerability exacerbated by issues of existing environmental degradation, economics, health, or historically disadvantaged communities.

e. Define additional data needed including social, ecological, and economic factors to inform technical and planning practices and to refine CIRCA's vulnerability assessment.

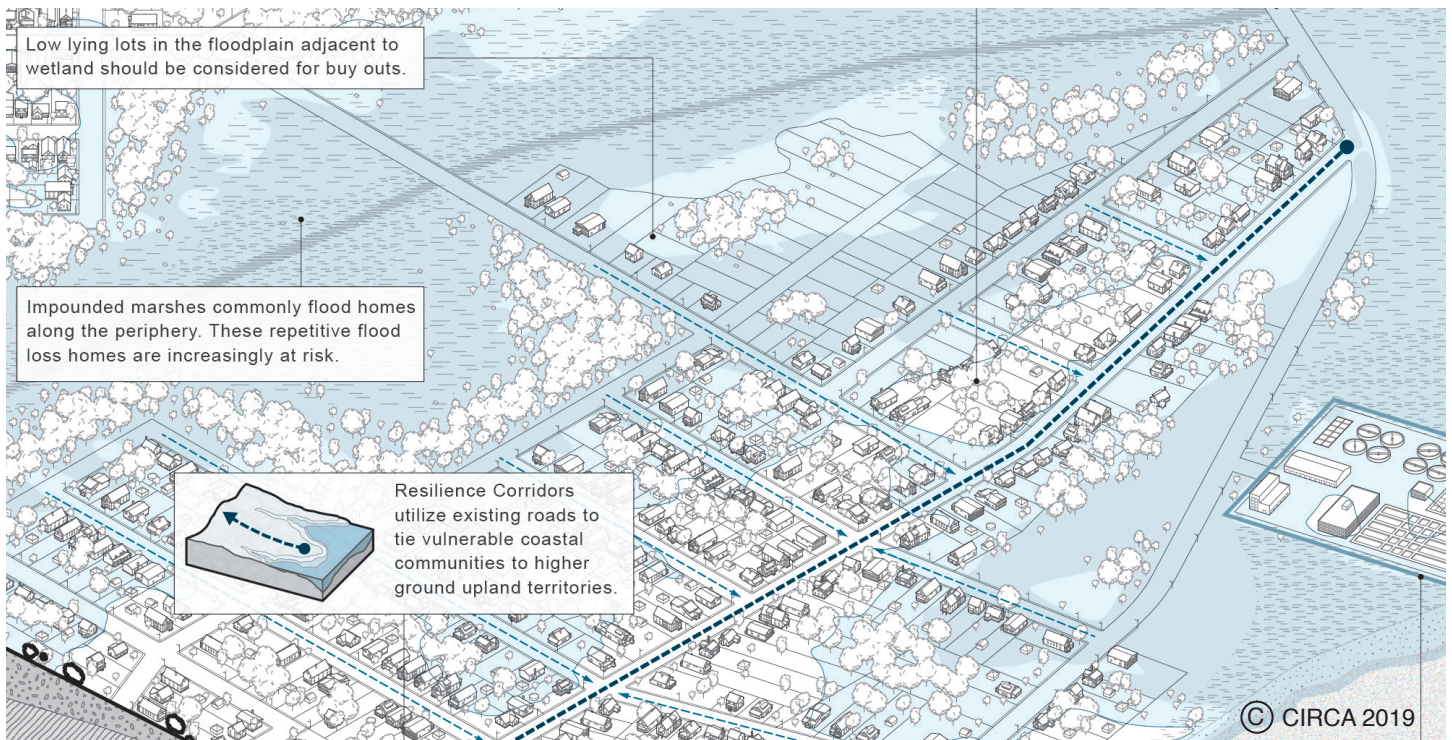
f. Collaborate with research scientists and practitioners to establish field research protocols and modeling to further refine the assessment of climate risks and inform adaptation scenarios.

g. Coordinate with regional councils of governments, state agencies, and municipalities to refine the technical tools for ease of use and communication.



3. Develop Adaptation Scenarios Through Inclusive and Participatory Engagement and Effective Planning

- a. Incorporate an inclusive and participatory stakeholder engagement process; working towards the development of regional and cross-jurisdictional capacity for shared decision-making, investment, and project implementation.
- b. Through an inclusive engagement process, incorporate local knowledge from diverse perspectives to further refine a shared understanding of vulnerabilities and strengths. Share the results of the scientific and technical analysis with stakeholders to build community capacity.



- c. Identify regional “resilience corridors ” and “resilient transit-oriented development opportunities” at the watershed and cross-jurisdictional scales, tying adaptation planning to economic development opportunities; build on the concept of community identified strengths and opportunities.
- d. Work with engineering, planning, and design teams to identify, design and evaluate adaptation strategies incorporating modeling, field research, and technical analysis to inform planning scenarios. Capture ordinances, codes, and/or regulations that may or may not hinder implementation of the projects.



4. Enact Equitable & Informed Prioritization of Site-scale Pilot Projects

- a. Identify the highest priority projects through inclusive stakeholder engagement processes.
- b. Focus on implementable projects or include buildable projects as components of larger visionary projects.
- c. Incorporate the Resilient Connecticut PERSISTS decision support criteria to assess near, mid, and long term strategies:

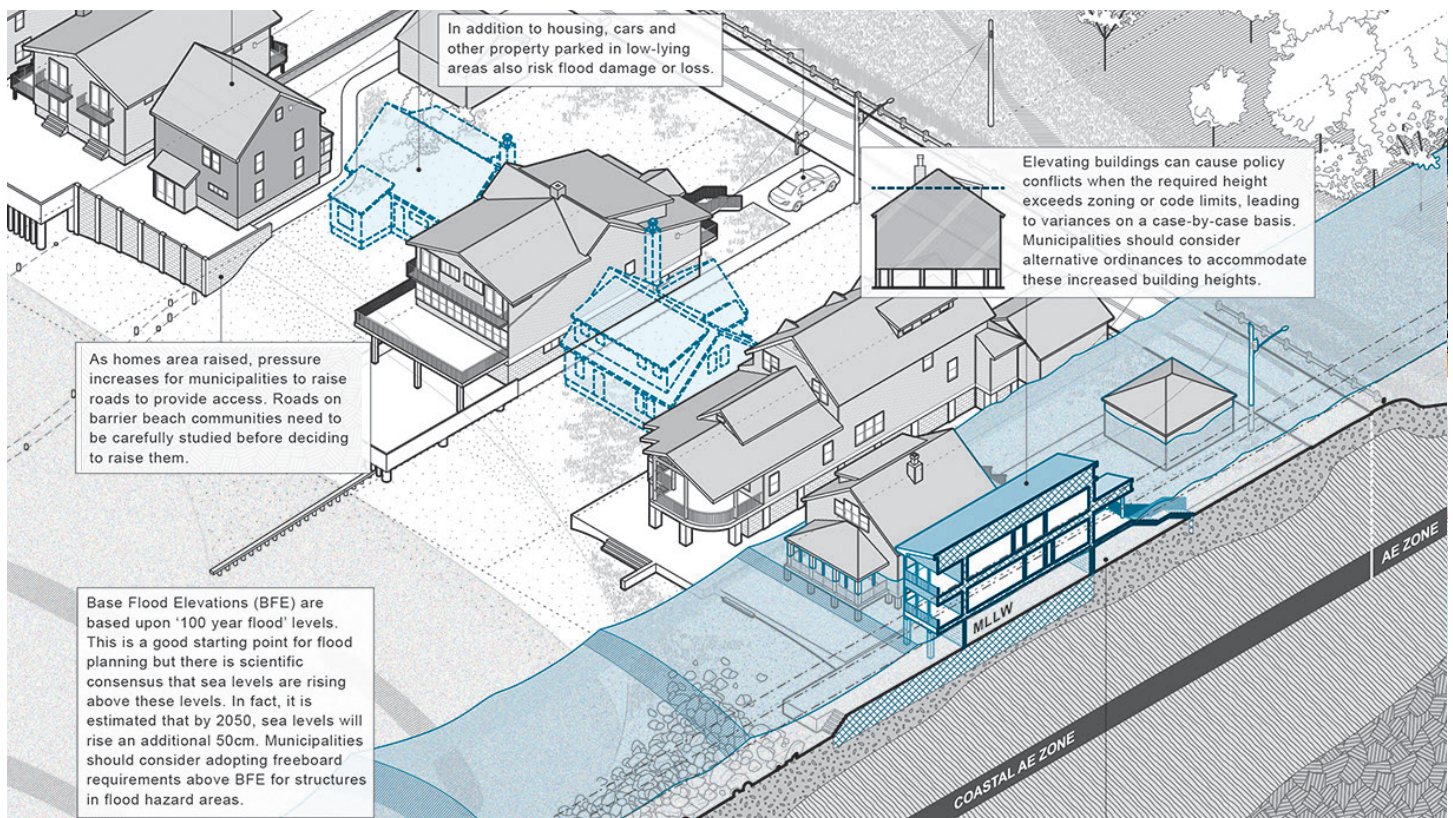
P ermittable	can get all necessary federal, state and local permits
E quitable	considers impacts to vulnerable populations
R ealistic	can be realistically engineered and is plausibly fundable
S afe	reduces risks to people and infrastructure
I nnovative	process has considered innovative options
S cientific	apply and improve on the best available science
T ransferable	can serve as a model for other communities
S ustainable	socially, economically, and ecologically sustainable and supported by the public and leadership

- d. Prioritize and select pilot projects and develop implementation plans including conceptual designs, cost estimates, and proposed funding pathways.
- e. Develop a quantitative and qualitative cost/benefit analysis of identified projects.



5. Develop Funding, Policy, Implementation and Monitoring Strategies with Recommendations for a Statewide Resilience Road map

- a. Develop funding strategies for selected projects.
- b. Develop projects towards implementation with design drawings and budgets.
- c. Identify models of inter-agency cooperation across scales, jurisdictions, and missions that can continue to build capacity moving forward.
- d. Inform legislative strategies for a statewide climate adaptation and resilience program.
- e. Develop monitoring protocols to measure the impact of resilience strategies over time.



- f. Generate recommendations for a Statewide Resilience Road Map, including:

- State and local policies
- Opportunities to improve existing planning processes and capacity at local, regional, and state levels
- Resilient Transit-Oriented Development
- Innovative planning, design, and engineering approaches
- Science and research needs going forward
- Communication and engagement
- Future funding for climate adaptation



Definitions

Resilient Connecticut Team (RCT): includes CIRCA staff, Regional Councils of Governments staff, Municipal Government staff, and State Agency Partners.

Resilient Connecticut Planning Framework (RCPF): The RCPF outlines strategies for the Resilient Connecticut planning process, and informs the objectives and scope for Phases II & III of Resilient Connecticut.

Councils of Government (COG) / Regional Councils of Government (RCOG): in the State of Connecticut. West COG, Metro COG, Naugatuck Valley COG, and South Central Regional COG are participants in HUD NDR.



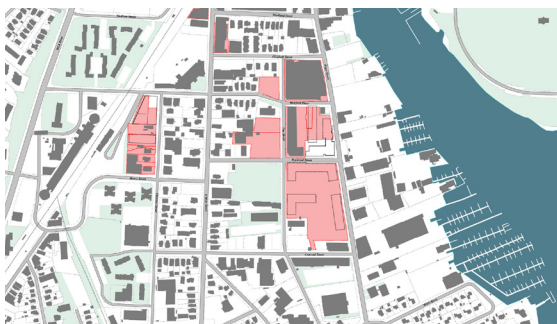
Resilient Transit-Oriented Development Opportunities (RTOD): The investment and development of residential, commercial, and employment centers that fosters smart growth and that meet transit supportive standards for land uses, built environment densities, and walkable environments. Resilient TOD Opportunities consider the impacts of climate change and ensure community investments will be resilient in the future. They are typically built within one-half mile of walking distance of public transportation facilities, including rail and bus rapid transit and services.



Resilient Corridors: These are converted from one-half mile diameter zones around transit hubs (TOD) into corridors running along selected evacuation routes and connecting upland areas where resources exist down to shore front communities across transit hubs. They serve as strategic investment zones resilient to climate change that reinforce egress and access routes. These urban redevelopment corridors support transportation, utilities, stormwater and habitats, and economic development.

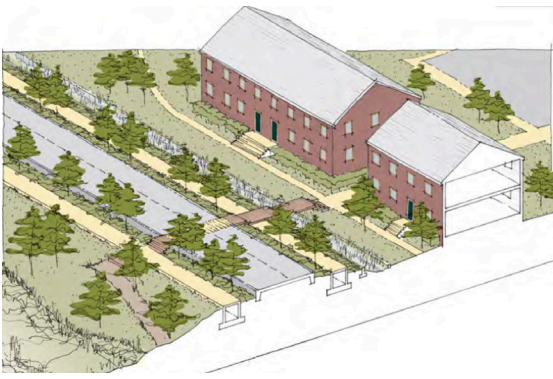


Zones of Shared Risk (ZoSR): are areas of land with groups of people who face common challenges. This can include the houses, land, infrastructure, hydrology, ecology, and social elements. Zones of shared risk can include a variety of criteria including issues of access (entry/exit blocked by flooding), location (low-lying land within an area), proximity (low-lying adjacent land), and function (natural areas providing flood protection). Risks are shared among or between groups of people that may have different perspectives and priorities for coastal living.



CDBG-DR: Community Development Block Grant –Disaster Recovery. The CDBG-DR program utilizes congressionally appropriated funding as Disaster Recovery grants to rebuild affected areas and provide seed money to start recovery processes.





Resilient Bridgeport: The U.S. Department of Housing and Urban Development (HUD) allocated supplemental CDBG-DR funds through the RBD competition and CDBG-NDR to the CT Department of Housing to assist recovery in the most impacted and distressed areas declared a major Hurricane Sandy disaster. \$42 million was allocated to develop pilot projects to improve Bridgeport's South End resilience including: A flood risk reduction & coastal defense system, green & gray infrastructure for stormwater management, & a Resilience Center.



Rebuild by Design (RBD): The State of Connecticut received \$10 million for the development of a multi-neighborhood strategy and for the implementation of a pilot project that achieves flood risk reduction in the South End of Bridgeport's public and affordable housing.



Implementation Planning: Ensuring that projects can be implemented is a key goal of this grant. Strategies require considering logistics, costs and constraints. A schedule and time line are required. Estimating the cost by developing cost benefit analyses, feasibility studies, and preliminary design and engineering drawings for implementable projects and other analysis is essential. Developing construction schedules is also necessary.

Figures

Cover (CIRCA: Vittorio Lovato and Alex Felson); Page 4 (UEDLAB: Andy Sternad and Alex Felson); Page 5 (UEDLAB: Timothy Terway and Alex Felson); Page 6, 7 and 9 (CIRCA: Vittorio Lovato and Alex Felson); Page 8 (CIRCA: Alex Felson); UEDLAB is the Urban Ecology and Design Lab originally at Yale University); Page 10 top and upper middle (UEDLAB: Andy Sternad and Alex Felson), lower middle (UEDLAB: Timothy Terway and Alex Felson, Guilford); bottom (Ecopolitan Design, Chella Strong and Alex Felson, South Norwalk); Page 11 top and middle (WB unabridged w/ Yale ARCADIS, RBD), bottom Leslie Yager, Binney Park pond dredge progress. 09.09.2017)

For additional information contact: John.truscinski@uconn.edu





Attachment 4

Terms Acknowledgment

RFQ: KK011020

Date: _____

FIRM: _____

I acknowledge UConn's standard terms & conditions attached.

Name: _____

Signature: _____

TERMS AND CONDITIONS

Definitions.

“**Contract**” is as described in Paragraph 1 of these Terms & Conditions.

“**Contractor**” or “**Vendor**” is the individual or entity designated as the “Vendor” on the Purchase Order.

“**Fully Executed**” means signed by both parties in writing or through electronic means that would be deemed a signature under the Federal Uniform Electronic Transactions Act and under the laws of the State of Connecticut.

“**Purchase Order**” is a document so titled on letterhead of UConn. The term “Purchase Order” does not include any documents not on letterhead of UConn.

“**Good**” or “**good**” is any tangible object that is movable as of the date of the Contract, which object is designated for purchase in a Purchase Order. The term includes, without limitation, software licensed by a Vendor.

“**Service**” or “**service**” is the performance of any activity by a Vendor other than the sale and delivery of a Good, which activity is designated for purchase in a Purchase Order. The term includes, without limitation, the installation of goods and the provision of Subscriptions.

“**Purchase**” is a purchase of Goods or Services by UConn.

“**Subscription**” is a right to access property (such as data or a SaaS solution) of the Vendor.

“**UConn**” or “**University**” is all campuses and schools of the University of Connecticut, including UConn Law and UConn Health.

“**UConn Affiliates**” is any UConn employee, student, agent, counsel, auditor, or representative. UConn’s independent contractors and research partners (meaning, an individual or entity providing funding or resources for UConn research) shall also be UConn Affiliates, provided that any such contractor or partner may only use software or Subscriptions hereunder for the purposes of its engagement with UConn.

- 1. Contract.** The Contract is composed of the following documents, which shall govern in the following order of priority: (i) Any document Fully Executed by UConn and the Vendor that governs the Purchase, (ii) the Purchase Order, (iii) these Terms & Conditions, and (iv) any other documents referenced in the Purchase Order. Any documents or terms and conditions linked to, referenced, or incorporated into documents described in (iv), are not included in the Contract and shall have no force or effect.
- 2. Additional Terms.** All terms and conditions other than those in the Contract are expressly rejected. The formation of a binding contract between the parties is expressly conditioned on the parties’ agreement to the Contract and on the rejection of all terms and conditions not included in the Contract. No act or omission of UConn and/or its employees shall be deemed acceptance by UConn of any terms or conditions not included in the Contract nor shall any such act or omission otherwise effectuate a contract between UConn and the Vendor on terms and conditions other than those in the Contract.
- 3. Additional Software and Subscription Terms.** The Vendor shall not require any user of a Good or Service to enter into a separate agreement (including a “click-through” or “shrink-wrap” agreement) as a condition of such user exercising the rights of the University; provided, however, that the Vendor may require a user to acknowledge those limitations on use that UConn and the Vendor have agreed to in the Contract. Any agreement purported to be entered into by such a user that is inconsistent with the preceding sentence shall have no force or effect between the user and the Vendor and/or between UConn and the Vendor. The provisions of this paragraph may not be modified or abrogated by any act or omission of a user.
- 4. Delivery, Title, Risk of Loss of Goods.** This paragraph shall apply to the extent the Contract requires the Vendor to deliver goods to UConn. Delivery of goods shall be FOB destination to UConn, provided that title and risk of loss shall pass to UConn when goods have been actually received, installed (if required under the Contract), and accepted by UConn at the destination specified by UConn. Acceptance for the purposes of the preceding sentence does not limit UConn’s right to reject goods or services pursuant to Paragraphs 5 and 6 hereof. The Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by UConn to pay freight, express, or other transportation charges. The Vendor is responsible for confirming, before delivery, that all doorways, hallways, elevators, room sizes, service access spaces, and utilities are adequate to facilitate delivery and, if installation is required under the Contract, installation.
- 5. Inspection of Goods.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after receipt of

a Good or, if installation is required under the Contract, installation, to inspect and test such Good or installation. In the event UConn reasonably determines during such period that a Good or installation fails to conform to industry standards or the requirements of the Contract, UConn may reject the Good. In the event of such rejection, the Vendor shall reinstall or uninstall the Good (which election shall be made by UConn) and UConn may return the Good, all at no cost to UConn. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Good and installation meet industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Good supplied in excess of those ordered or of a Good that fails to conform to industry standards or the Contract.

6. **Inspection of Services.** UConn shall have a reasonable inspection period, but in any event not less than thirty days, after completion of a Service (other than installation of a Good described in Section 5) to evaluate such Service. For the purposes of the preceding sentence only, a Subscription is completed when access is provided to UConn. In the event UConn reasonably determines during such period that a Service fails to conform to industry standards or the requirements of the Contract, UConn may reject the Service and, at UConn's option, the Vendor shall re-perform the Service. UConn shall not be obligated to make any payments under the Contract unless and until (i) UConn determines that the Service meets industry standards and the standards of the Contract or (ii) the inspection period expires without UConn notifying the Vendor of a non-conformity. No action or inaction of UConn shall be deemed acceptance of a Service that fails to conform to industry standards or the Contract.
7. **Installation and Clean-Up.** When the Vendor is obligated to install, assemble, set up and/or configure a product as part of the Purchase, the Vendor shall perform that work with the skill of an expert regularly performing the applicable work. The Vendor will remove all packing materials and rubbish from University premises associated with the services.
8. **Payment Terms.** Any payments due to the Vendor under the Contract shall be paid within the time period specified in the Purchase Order; provided that, unless otherwise provided in the Contract, (i) such time period shall be no less than thirty (30) days and (ii) such time period shall be calculated from the latest of (1) the date the invoice is received by UConn; (2) the expiration of any Inspection Period; and (3) the date all goods covered by a Contract are properly received by UConn, all services required under a Contract are complete, and/or UConn is granted proper access to all software covered by a Contract, as the case may be. UConn may withhold payment in whole or in part for goods or services found by UConn to be defective, untimely, unsatisfactory, or otherwise not conforming to the Contract, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.
9. **Payment of Expenses.** To the extent the Contract provides that UConn will reimburse the Vendor for expenses, such such reimbursement shall only be due to the extent expenses were approved by UConn in advance and to the extent reimbursable under, and otherwise incurred in accordance with, the then-governing UConn policy. The current version of such policy is published on the UConn Travel Services website located at <http://www.travel.uconn.edu>. The Vendor shall provide UConn with such evidence of actual costs incurred as the University may reasonably request.
10. **Invoices.** Invoices shall be in a form reasonably acceptable to UConn and shall include such information as UConn may reasonably request. Without limiting the foregoing, each invoice shall contain UConn Purchase Order number against which such invoice is submitted. UConn shall not be obligated to make payments on invoices that are not in such form and/or that do not contain such information.
11. **Performance, Generally.** The Vendor shall perform the services to UConn's reasonable satisfaction and in a manner consistent with the standard of care and skill of an expert regularly rendering services of the type required by the Contract and with applicable state and federal law.
12. **Ownership and Use.**
 - a. **Work Product.** Without limiting any other rights granted to UConn under the Contract, the Vendor hereby grants to UConn the right to use any work product of the Vendor provided to UConn pursuant to this Contract for the purposes for which such work product is intended.
 - b. **Liens.** Title to the goods purchased under this Contract shall pass to UConn as provided in Section 4. All goods to be so conveyed will be free and clear of any and all encumbrances of any kind.
 - c. **Software.** Without limiting any other rights granted to UConn under the Contract, by providing software (including software

or other intellectual property that may be installed on a good delivered to UConn) to UConn, the Vendor shall be deemed to have granted to UConn a perpetual non-exclusive license to (i) use the applicable such software for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such software for UConn's internal purposes and/or for educational and research purposes.

- d. Access. Without limiting any other rights granted to UConn under the Contract, by providing a Subscription to UConn, the Vendor shall be deemed to have granted to UConn the right to (i) use such Subscription for its internal, educational, and/or research purposes and (ii) allow UConn Affiliates to use such Subscription for UConn's internal purposes and/or for educational and research purposes.
- e. Ownership Warranty. The Vendor represents and warrants that the Vendor holds all rights necessary to convey to the University the rights and interests described in this Paragraph 12.

13. Warranties and Representations of the Vendor.

- a. Acknowledgement. The Vendor acknowledges that UConn is relying on the representations and warranties contained in (without limitation) this Section 11 as essential elements to the Contract, representing material inducements without which UConn would not have entered into the Contract.
- b. General Product Warranty. The Vendor represents and warrants that all goods and services provided under the Contract are, or will be: (i) new and unused (unless otherwise specified in the Contract); (ii) free from defects in material and workmanship; (iii) of the quality, size, dimension and specifications ordered; (iv) meet the highest performance and manufacturing specifications as described in documents or writings made available by the Vendor to the public or UConn; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); (vi) are not restricted in any way by patents, copyrights, trade secrets, security interest, lien, or any other encumbrances or rights of third parties, and (vii) shall have been properly stored, labeled, handled and shipped by Vendor. Without limiting the foregoing, upon UConn's request, the Vendor shall sign all documents pertinent to assign to UConn any applicable third party warranties.
- c. Qualifications. The Vendor warrants that it, as well as its employees, agents and subcontractors engaged to provide the Goods or Services under the Contract, has and will maintain all the necessary skills, experience, and qualifications, including any required training, registration, certification or licensure.
- d. Conflict of Interest. The Vendor warrants that, to the best of the Vendor's knowledge, there exists no actual or potential conflict of interest that would forbid the Vendor from entering into this Contract under laws or regulations of the United States or the State of Connecticut (including, without limitation, Section 1-84(i) of the Connecticut General Statutes).
- e. Good Standing. The Vendor warrants that it is legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut.
- f. Authority and Non-infringement. The Vendor warrants that (i) it has the right and authority to provide the University with the goods and services provided to the University under the Contract and to convey to the University to right use the same for its intended purpose or for such additional purposes as may be described in the Contract and that (ii) the University's use of the products, processes, techniques and methodologies provided by the Vendor or developed by the Vendor shall not infringe upon the copyright, patent or other proprietary rights of others.
- g. Eligibility for State Contract. The Vendor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the Federal government, recipients of Federal grants or contracts, or the State of Connecticut or any agency thereof.

14. Termination.

- a. Termination for Convenience. UConn may terminate the Contract in whole or in part for its sole convenience upon ten (10) days' prior written notice.
- b. Termination for Cause. Either party may terminate the Contract if the other party is in material breach of the Contract and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within ten (10) days following the non-breaching party's delivery of written notice of the breach to the breaching party.
- c. Effect of Termination. Upon receipt of written notice of termination of the Contract by UConn, the Vendor shall, unless otherwise provided in such notice, immediately stop all work (including shipment of goods) and cause its suppliers and/or subcontractors to cease their work related to the Contract. In no event shall Vendor be paid for costs incurred or support services performed in violation of the preceding sentence.
- d. Post-Termination. Upon termination, the parties shall do as follows, which obligations shall survive termination: (i) the Vendor will deliver to UConn, in a format agreed upon by the parties, any work product (including works in progress) requested by

UConn; (ii) to the extent requested by UConn, the Vendor will deliver to UConn (or, upon UConn's request, destroy and certify as to their destruction) any materials provided by UConn to the Vendor; and (iii) UConn will then pay, within thirty (30) days of the later of termination and the Vendor's fulfillment of its preceding obligations, amounts due under Paragraph 12.e.

- e. **Payment Upon Termination.** In the event of termination for convenience by UConn and/or by the Vendor as a result of a breach by UConn, UConn shall pay the Vendor, subject to Paragraph 7 and 12.c hereof, for (i) Services properly performed prior to termination and (ii) Goods for which title has, pursuant to Paragraph 4 hereof, transferred to UConn prior to termination. In the event of termination by UConn as a result of a breach by the Vendor, UConn shall pay the amounts that would be due under the preceding sentence, less any amounts in dispute and/or any costs incurred, or that are likely to be incurred (including, without limitation, the excess cost of re-procuring similar goods or Services; shipping charges for any items UConn may at its option return to the Vendor, including items already delivered, but which UConn is unable to use for the intended purpose because of the Vendor's default; and amounts paid by UConn for any item for which title has passed to UConn but that fails to meet the requirements of the Contract) , as a result of the Vendor's breach.

15. Damage to UConn. The provisions of this Section shall survive termination and expiration of the Contract.

- a. **Indemnification.** The Vendor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from the negligent acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity providing goods or services under the Contract.
- b. **Damage to UConn Property.** The Vendor shall be responsible for the costs of repairing any damage to the buildings, grounds, or other equipment, furnishings, or property of UConn arising from the acts or omissions of the Vendor, any subcontractor of the Vendor, or any other individual or entity providing goods or services under the Contract. At UConn's sole discretion, UConn may permit the Vendor to effect such repairs in lieu of paying UConn the foregoing costs.

16. Force Majeure. If the Vendor's performance is rendered impossible or hazardous or is otherwise prevented or impaired due to sickness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Vendor or University; then each party's obligations to the other under the Contract shall be excused and neither party shall have any liability to the other under or in connection with the Contract. For the purposes of this document, a declaration of a state of emergency by the Governor of the State of Connecticut shall constitute a condition beyond the reasonable control of the University.

17. Conflicting Provisions. Unless contained in a document with higher priority than these Terms & Conditions under Paragraph 1 of these Terms & Conditions, any provision of the Contract or in any documentation conveyed between the parties shall be of no force and effect to the extent inconsistent with the provisions of this Paragraph 17.

- a. The Vendor does not disclaim any warranties that are implied warranties under applicable law, including, without limitation, the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and implied warranties of title and against infringement.
- b. The Vendor affirms, and does not disclaim, any warranties that would be express warranties under applicable law.
- c. UConn shall not be required to maintain the confidentiality of any information received by UConn from the Vendor or that UConn otherwise received as a result of the Subject Purchase.
- d. Neither UConn, nor the State of Connecticut waives any rights or defenses of sovereign immunity, which it may have had, now has, or will have, with respect to all matters arising out of the Contract and the Subject Purchase. The sole and exclusive means for the presentation of any claim against UConn or the State of Connecticut arising from this the Contract or the Subject Purchase shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- e. For purposes of illustrating Paragraph 15.d only, and without limiting Paragraph 15.d, UConn will not be responsible (i) to defend, indemnify, or hold the Vendor harmless from any costs, losses, damages, liabilities, expenses, demands, or judgments or (ii) for the acts or omissions of third parties.

18. Compliance.

- a. Applicable Law. The Vendor shall comply with all laws, regulations, and orders from authorized individuals or entities applicable to the Vendor and to the Vendor's provision of Services under the Contract and the Vendor's provision, delivery, and installation of goods under the Contract.
- b. UConn Policies, Generally. The Vendor 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 a Purchase Order, 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.
- c. Hazardous Substances. The Vendor shall comply with all applicable federal, state, and local environmental health and safety regulations, including the requirements of the University of Connecticut's *Environmental, Health, and Safety (EHS) Requirements for Construction, Service, and Maintenance Contractors*, a current version of which is available at http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf.
- d. Vendor Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The Vendor 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 Vendor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Vendor 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 Vendor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. The Vendor agrees to provide the University with such evidence of the Vendor'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 Vendor's corporate social and environmental practices.
- e. Background Checks. The Vendor warrants that it will not assign any employee, independent contractor or agent to perform services under the Contract on property owned, leased, or used by the University 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 Vendor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Vendor. The Vendor shall provide UConn with the results of any background check required hereunder if so requested by UConn. The Vendor shall immediately remove any employee, independent contractor or agent performing services under the Contract: (i) if it becomes known to the Vendor 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 obligations of the Vendor under the Contract, the Vendor 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 Vendor, its employees, or other persons that the Vendor causes to be on the property.
- f. Ethics and Compliance Hotline. In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of the Contract, of this reporting mechanism.
- g. SOC Reports. The Contractor shall submit to the University annually the Service Organization Controls (SOC) reports for the Vendor known as SOC 1, SOC 2, and SOC 3, if the Vendor has such reports in its possession.
- h. Independent Contractor. It is expressly understood that the Vendor is an independent contractor and not the agent, partner, or employee of UConn. The Vendor and its personnel are not employees of UConn and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Vendor shall not have any authority to enter into any contract or agreement to bind UConn and shall not represent to anyone that the Vendor has such authority.

- i. Use of UConn Name and Marks. Except as expressly authorized in the Contract, Vendor is not permitted to use any UConn name or mark without prior written approval of UConn's Office of Trademark Licensing or such other UConn official as UConn may designate. "University mark" is herein defined as all registered marks to UConn's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Vendor agrees to comply with UConn's trademark licensing program concerning any use or proposed use by Vendor of any of UConn marks on goods, in relation to services, and/or in connection with advertisements or promotion of Vendor or its business. Prior to any use of a University mark by Vendor (or its affiliates or successors or assigns), Vendor 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 Contract shall terminate at the expiration of this Contract.

19. State-Mandated Terms.

- a. Statutory Authority. The Contract is entered into pursuant to the University's authority under Sections 4a-52a, 10a-104, 10a-108, 10a-109d, 10a-109n, and/or 10a-151b, as applicable.
- b. Governing Law. The Contract shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its conflict of laws principles.
- c. Equal Opportunity. The University is an equal opportunity employer.
- d. Sovereign Immunity and Claims. (i) The parties acknowledge and agree that nothing in the Contract shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of the Contract. To the extent that this provision conflicts with any other provision of the Contract, this provision shall govern. (ii) The Vendor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from the Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Vendor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- e. Executive Orders. The 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 Vendor.
- f. Whistleblowing/Large State Government Contract. If the Vendor is a large State contractor, the Vendor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised. Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.
- g. Certifications. If required under applicable Connecticut law, Vendor shall sign and deliver to UConn (i) the following forms, which are available at <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>: notarized Gift and Campaign Contribution Certificate (OPM Form 1), and Consulting Agreement Affidavits (OPM Form 5), Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6), Iran Certification (OPM Form 7) and (ii) a non-discrimination certification available at http://www.ct.gov/opm/cwp/view.asp?q=390928&opmNav_GID=180. Vendor shall update such non-discrimination

certification and OPM Form 1 annually.

h. Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of 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) 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.
- i. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized representative of Vendor accepting this Contract 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 as outlined below.

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 resulting the contract being voided.

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

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

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

DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or

political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

- 20. Insurance.** The types of insurance required under Paragraphs (a)-(c) of this Section shall not be required (notwithstanding Section 1 of these Terms & Conditions) if explicitly excluded elsewhere in the Contract. The coverage levels required under such Paragraphs shall not apply (notwithstanding Section 1 of these Terms & Conditions) if conflicting coverage levels are provided elsewhere in the Contract. The Vendor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Contract and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of

Connecticut Insurance and Risk Management Board requirements.

- a. Commercial General Liability
 - Each Occurrence \$1,000,000
 - Products/Completed Operations \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - General Aggregate \$2,000,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- b. Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- c. Professional Services Liability Insurance: Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$2,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000.00. For policies written on a "Claims Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. Contractor will contractually require any professional services firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above.
- d. Workers' Compensation and Employer's Liability: As required under state law.
- e. All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut.
- f. All required insurance policies will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to UConn. 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, other than statutory workers' compensation and employers' liability insurance and professional liability insurance, will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured. Certificates of insurance showing such coverages as required in this Section will be filed with UConn upon request.

21. Records.

- a. Retention. The Vendor shall keep all records relating to the Contract until the later of three (3) years after final payment is made and six (6) months after settlement of any disputes.
- b. Audit. The Vendor shall permit, and shall cause its subcontractors or consultants to permit, the University its authorized representatives to inspect and audit all data, records and files pertaining to the Contract. The first inspection of the Vendor, any such subcontractor, and any such consultant shall each be at no cost to UConn. UConn will reimburse the Vendor for any reasonable costs incurred by the Vendor for subsequent inspections.
- c. Freedom of Information. Nothing in the Contract shall in any way limit the ability of UConn to comply with its reasonable interpretation of any laws or legal process concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to UConn are subject to the State of Connecticut Freedom of Information Act ("FOIA") and may be released to third parties in compliance with UConn's reasonable interpretation of such Act.

22. Miscellaneous.

- a. Assignees. The Contract shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. The Vendor may not assign its rights or obligations pursuant to the Contract without UConn's prior written consent. UConn shall be deemed to have consented to an assignment if UConn issues a Purchase Order, or an amended Purchase Order, to the assignee.
- b. Sales Tax Exemption. In accordance Conn. Gen. Stat. §12-412(1) (A), UConn is exempt from local, state, and federal excise taxes.
- c. Notices. All notices, demands and other communications under the Contract shall be made in writing and shall be deemed given or made as follows, in each case to the location specified in the Purchase Order: (i) as of the date of electronic facsimile or email (with confirmed receipt); (ii) when delivered to the United States Postal Service, on the third day following the deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid; and (iii) when delivered to a

nationally or internationally recognized overnight delivery service guaranteeing delivery within a period of twenty-four (24) hours, receipt obtained and charges prepaid.

- d. Waiver. Any waiver of the provisions of the Contract or of a party's rights or remedies under the Contract must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under the Contract will not be construed as a waiver.
- e. Severability. If any provision of the Contract conflicts with the law under which the Contract is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining provisions of the Contract shall remain in full force and effect.

23. Purchase Placed Under United States Government Grant.

If the Purchase is placed under a United States government grant, in addition to Items 1 to 22 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (J) as applicable and the applicable provisions are incorporated by reference with the same effect as if they were fully set forth herein. These standards are in compliance with provisions of applicable federal statutes and executive orders that are required for procurement contracts funded by federal awards. Copies of 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (J) will be made available to the SELLER upon written request or you may visit the following website: https://ecfr.gov/cgi-bin/text-idx?SID=498635da0c3b7106e7fea11e731c99ae&mc=true&node=ap2.1.200_1521.ii&rgn=div9

24. Purchase Placed Under United States Government Contract.

If the Purchase is placed under a United States government contract, in addition to Items 1 to 22 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth;

Where necessary to the context of the referenced FAR clauses, the term "contractor" shall mean "SELLER," the term "contract" shall mean this "Purchase Order," and the term "contracting officer" and equivalent phrases shall mean "BUYER." The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SELLER upon written request or you may visit the either of the following websites: acquisition.gov/?q=browsefar or farsite.hill.af.mil/.

The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:

- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)
- 52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)
- 52.230-5 Cost Accounting Standards—Educational Institution (AUG 2016). Prescribed in 30.201-4(e)
- 52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)

- 52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as “Confidential,” “Secret,” or “Top Secret.”
- 52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)
- 52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015). Prescribed in 22.810(a)(1)
- 52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013). Prescribed in 32.009-2
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903
- 52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009). Prescribed in 15.408(n)(1)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)
- 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). Prescribed in 25.302-6
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

FAR clauses applicable to all purchase orders over \$2,500 placed under Federal Contracts

- 52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). Prescribed in 22.1906
- 52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017). Prescribed in 22.2110

FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts

- 52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

FAR clauses applicable to all purchase orders over \$15,000 placed under Federal Contracts

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014). Prescribed in 22.61

FAR clauses applicable to all purchase orders over \$35,000 placed under Federal Contracts

- 52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

FAR clauses applicable to all purchase orders over \$150,000 placed under Federal Contracts

- 52.222-35 Equal Opportunity for Veterans (OCT 2015). Prescribed in 22.1310(a)(1)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)

- 52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2
- 52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)
- 52.203-3 Gratuities (APR 1984). Prescribed in 3.202
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

FAR clauses applicable to all purchase orders over \$500,000 placed under Federal Contracts

- 52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c) ***threshold is \$50 million until 4/24/17
- 52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

FAR clauses applicable to all purchase orders over \$700,000 (\$1,500,000 for construction contracts) placed under Federal Contracts

- 52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)
- 52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)

FAR clauses applicable to all purchase orders over \$750,000 placed under Federal Contracts

- 52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(e)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data— Modifications (OCT 2010). Prescribed in 15.408(m)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)
- FAR clauses applicable for all Federal Contracts over \$5,500,000 and performance period is 120 days or more
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)

In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts

- 52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$150,000 placed under Federal

Contracts

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)
- 52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

- 52.203-7 Anti-Kickback Procedures (MAY 2014). Prescribed in 3.502-3
- 52.215-2 Audit and Records—Negotiation (OCT 2010). Prescribed in 15.209(b)(1)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)
- 52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505
- 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405
- 52.203-2 Certificate of Independent Price Determination (APR 1985). Prescribed in 3.103-1 – For fixed-price contracts
- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106
- 52.236-13 Accident Prevention (NOV 1991). Prescribed in 36.513 – For fixed-price construction contracts

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$750,000 placed under Federal Contracts

- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(d)
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)

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