

UConn

UNIVERSITY OF CONNECTICUT
REQUEST FOR QUALIFICATIONS

RFQ # LM020121

Exhibit A

Electricity Supply

Specifications and Submittal

Requirements

University of Connecticut

Storrs, CT

February 17, 2021

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1.0 Summary

The University of Connecticut (UConn) is requesting from Contractor the supply of all electricity commodity components up to the Delivery Point. The Full Requirements Electricity Supply shall be delivered to facilities that are in the Local Distribution Company (LDC), Eversource and United Illuminating (UI), territories.

The “Delivery Point” for such electricity shall be that point on the electric system at which the LDC takes possession of the electricity for final delivery of the electricity to the meter(s) of the specific facilities. This same Delivery Point shall be where the facility takes title to the electricity.

“Full Requirements Electricity Supply” shall be defined as: All components of firm electricity supply, including but not limited to energy charges, congestion, ancillary services, and line losses under all applicable requirements by Independent System Operator New England (ISO – NE), Contractor coordination tariffs and agreements, LMP adjustments, Client account management activities including all fees, capacity charges, and billing and reporting requirements under this Contract, but not including other costs and rates related to the delivery or distribution of electricity by the LDC. Such firm, full requirements electricity shall be equivalent to the relevant to LDC’s basic service product.

2.0 Acquisition Method

The University is utilizing an internet-based energy auction platform provided by Enel X North America, Inc. to obtain pricing for this procurement. The procurement will be a multi-step bidding process. Suppliers (i.e., potential Contractors) will be required to submit an un-priced technical proposal which will be evaluated in accordance with this RFQ. Suppliers whose technical proposals are found unacceptable will be so notified. Suppliers whose technical proposals are found to be acceptable will be invited to participate in the upcoming reverse auction.

Supplier’s prices shall be submitted at www.wesplatform.com in accordance with the instructions in this Solicitation and the Enel X North America, Inc. website.

<https://exchange.apps.enelx.com/webportal/Public/Announcement.aspx?ID=HY2%2b2Vbyutg%3d>

UConn will request pricing for various pricing products, account groups, and contract terms.

All pricing information must be submitted by the close of each reverse auction event. A detailed auction schedule will be posted prior to the auction date. This schedule is subject to change. All bids submitted through the auction platform on the day of the auction are considered binding until 3:00 PM that day. Bids will only be considered on the date that they are received. Once a price quote for the account is accepted and awarded, no further quotes for that account will be considered.

It is the intent of the University to award a contract(s) to the qualified supplier(s) based on “best value” to UConn. UConn will consider items such as supply term and price when determining the

“best value.” UConn reserves the right to reject any and all quotes received if it is determined that it is in the best interest of UConn.

UConn will issue notice of award by electronic mail to the selected supplier on behalf of all agencies listed in the Data Exhibit. Notice of award is official, and the selected Supplier will receive a notice of award email on the bid date, no later than 3:00 PM Eastern. Please see sample award language below:

This email shall serve as official notification from UConn that the supplier has been awarded the bid for RFQ LM020121, pending the final execution by both parties and the Office of the Attorney General of the Contract for the Purchase of Electricity.

*Price Group Description: UConn Accounts
Green Percentage: X%
Term: X Months
EDC: Eversource and UI
Winning Bid: \$0.0XXX/kWh*

Within 48 hours of award, supplier must send an electronic copy of the signed Contract to Laurie Lanka at laurie.lanka@uconn.edu. The Contract shall be signed by both parties and shall be executed upon the final signature of the Connecticut Attorney General’s office. The final Contract will be returned to the supplier in the weeks following the auction award.

Alternate bids (bids on terms or conditions different than those established by this Contract) are not permitted; all prices submitted through the auction platform shall be in accordance with the provisions of the Contract. It shall be the express responsibility of the Supplier to understand both the rules and the mechanics of the auction platform. As part of this procurement a teleconference and a demo auction will be provided to assist any Supplier who requests it.

3.0 Schedule

EVENT	DATE	TIME
Posting of Usage Data	Feb 17, 2021	
Supplier Teleconference *	Feb 23, 2021	10:00 AM
Written Questions To Be Submitted no later than (Email)	March 1, 2021	5:00 PM
Demo Auction Held for Suppliers	As needed, but prior to March 1, 2021	

Posting of Answers to Supplier Questions	March 4, 2021	
Technical Response Due Date and Time	Mar 9, 2021	2:00 PM
Notification of Qualification	Mar 12, 2021	
Posting of Auction Schedule	Mar 12, 2021	
Price Submittal through Auction	Mar 17, 2021	
Contract Awards	Mar 17, 2021	
Signed Contract to be sent to UConn	Mar 19, 2021	
Supply Contract Service Start Date	May 1, 2021	

* Interested Suppliers are invited to call into the Supplier Teleconference. The call-in number will be posted on the Announcement Page.

Only questions about the terms and conditions of the RFQ and account data will be addressed during this call.

Notifications, releases, and amendments to this RFQ will be posted on:

<https://purchasing.ubs.uconn.edu/bid-opportunities-2020/>

And

<https://exchange.apps.enelx.com/webportal/Public/Announcement.aspx?ID=HY2%2b2Vbyutg%3d>

4.0 Contact Information

4.1 All communications and/or inquiries regarding this RFQ **must** be directed to Lisa Mieszkowicz and copied to Francesca Catucci of Enel X North America, Inc.. All questions must be submitted in writing using the provided email address(es) no later than the stated Submitted Written Questions Deadline date listed above in Section 3.0.

Lisa Mieszkowicz E-mail: lisa.mieszkowicz@uconn.edu

Francesca Catucci (Enel X North America, Inc.)E-mail: francesca.catucci@enel.com

Upon formal issuance of a RFQ, the University and Proposer(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 Proposer(s), all other Proposers have been notified as to their RFQ status, or when the University formally rejects all proposals and cancels the

RFQ process. Failure to adhere to this provision may result in a Proposer being declared ineligible, proposal rejection, or RFQ cancellation. The University will not respond to any request for clarification received after the Deadline for Proposer Questions has expired.

Under no circumstances, may any proposer or its representative contact any employee or representative of the University or Enel X North America, Inc. regarding this RFQ prior to the closing date. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.2 Addenda - Addenda are issued in response to Proposer 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-2/> and Enel X North America, Inc. website at <https://exchange.apps.enelx.com/webportal/Public/Announcement.aspx?ID=HY2%2b2Vbyutg%3d> .

The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof.

4.3 Informal Communications - From the date of receipt of this RFQ by each applicant, until a binding contractual agreement exists with the selected Firm or Firms and all other applicants have been notified or when the University rejects all RFQs, **informal communications regarding this procurement shall cease**. Informal communications shall include, but are not limited to:

- a. Requests from the applicants to any department(s) at the University and Enel X North America, Inc., for information, comments, speculation, etc.; and
- b. Requests from any department at the University, and Enel X North America, Inc. or any employee of the University, and Enel X North America, Inc. for information, comments, speculations, etc.

4.4 Formal Communications - From the date of receipt of this RFQ by each applicant until a binding contractual agreement exists, as noted above, communications between the University, Enel X North America, Inc. and the applicants will be formal. Formal communications shall include but not be limited to oral presentations, if required.

Under no circumstances may any applicant or its representative contact any employee or representative of the University and/or Enel X North America, Inc. regarding the RFQ prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in the applicant being considered non-compliant and ineligible for award.

5.0 Evaluation Process

Selection of qualified licensed Contractors to provide supply of electricity commodity will be based on the following criteria:

- Licensing and Certification
- Experience
- References
- Financial Condition
- Completion and Submission of all required forms

Those Suppliers that have been qualified will be invited to participate in a reverse-auction. Suppliers are not required to offer pricing for every account group offered; however, pricing submitted for an account group must apply to all accounts contained in that group. The Supplier agrees to hold its bids firm until 3:00 PM ET the day of the auction.

The order of these factors does not generally denote relative importance. UConn reserves the right to consider other relevant factors as it deems appropriate in order to obtain a “best value” provider of energy consulting, procurement and contract management services. UConn may or may not seek additional information from Suppliers prior to making selection.

The RFQ does not commit UConn to select any supplier, award any work, pay any costs in preparing a response or procure or contract for any services. UConn reserves the right to accept or reject any or all submittals received, cancel or modify the RFQ in part or its entirety, when it is in the University’s best interest to do so.

NOTES AND INSTRUCTIONS TO SUPPLIERS REGARDING PRICING AND USAGE DATA

The quantities to be made available to Suppliers on Exhibit A2 are estimated load requirements and are based upon the best information available to UConn through the LDCs at the time this RFQ was issued. The load information submitted is intended as an estimate of the magnitude and nature of the loads during a specified time. Such estimates are being furnished for informational purposes. UConn does not warrant the accuracy of the usage information provided and the Contractor will be entitled to no additional compensation and no equitable adjustment of price if actual load requirements vary; the one exception to this will be if a bandwidth has been agreed upon by the customer and the supplier. Since it is impossible to determine the precise quantities that will be needed during the contract term, each Contractor shall be obligated to furnish each facility’s electric requirements in full to the Delivery Point during the term of this contract.

6.0 Submission Instructions:

6.1 RFQ Due Date and Time: Submissions are due **March 9, 2021 at 2:00 PM**. Any submission received after the stated due date and time will be rejected.

6.2 RFQ submissions must be sent via email to cpca@uconn.edu In order to maintain the integrity of the bidding process, any bid sent to any other e-mail addresses, other than cpca@uconn.edu may be disqualified. The subject line of the email RFQ submission shall include RFQ #LM020121 Electricity Supply with the Bidder's name. Any bid received after 2:00 PM will remain unopened and disqualified.

7.0 RFQ RESPONSE PACKAGE

The following are mandatory submittals for this RFQ. Failure to provide the requested information may be cause for the bid to be deemed non-responsive and may result in disqualification.

7.1 Designated Account Manager/Project Team

Suppliers must include the name, address, phone number, fax number and E-mail address of the designated account manager. A valid email address is a mandatory submission requirement for this RFQ.

Account Manager Name:

Account Manager Address:

Account Manager Phone Number:

Account Manager Fax Number:

Account Manager E-mail Address:

7.2 Technical Requirements

- i. Licensing and Certification: The Supplier must show that it holds all necessary licenses including:
 - (a) Registration with the DPUC to provide electricity supply service;
 - (b) FERC power marketing license (Include FERC Docket No., Date of Application, and Date of Approval);
 - (c) Agreements in place to allow for transmission between ISO-NE and delivery points listed in this Contract;
- ii. Experience: The Supplier shall demonstrate that it possesses experience providing firm supply of electricity to retail customers in deregulated markets and is not merely acting as a broker. To document this experience, the Supplier shall provide:
 - (a) A narrative describing experience in deregulated electricity markets, including Connecticut.
 - (b) Years in business. State the number of years the supplier has been providing electricity supply related service in the ISO-NE region.
 - (c) Volumes under Contract. Provide the value and magnitude of energy supply contracts transacted during the past two years in the ISO-NE region.
 - (d) Confirmation that the Supplier can provide consolidated billing.
 - (e) Confirmation that the Supplier will not apply a bandwidth.
 - (1) The University is requesting full requirements pricing, with no applicable bandwidth. However, if a supplier cannot or will not accommodate this, that supplier should indicate so in its response to this RFQ and propose bandwidth

restrictions. UConn reserves the right to take bandwidth into account when determining a “best value” bid.

- iii. **Financials:** The Supplier shall provide the following financial information:
 - (a) **Financial Statement.** Provide the firm’s most recent audited financial statement and annual report or a direct link to the report.
 - (b) **And the most recent Standard & Poor’s and/or Moody’s credit rating information** available to include any applicable support documentation. If the Supplier is privately held, please indicate as much prior to the due date for technical responses and other arrangements can be made.

7.3 References - The Supplier shall also submit the contact person, company name, account size, and phone number of at least three references, preferably from the public sector, one of which should be similar in scope to UConn, for which your company has provided competitive electricity supply. UConn reserves the right to verify Supplier’s experience and references.

7.4 Required Forms.

(1) Vendor Profile Form; (2) Gift and Campaign Contribution Certification; (3) Consulting Agreement Affidavit; (4) Affirmation of Receipt of State Ethics Laws Summary; (5) Nondiscrimination Certification; (6) Iran Certification; (7) Bidder Contract Compliance Monitoring

A “mandatory” specification is one that must be met in order for a bid to be considered responsive. These are denoted throughout this RFQ as “must” or “required.” Any bid that fails to meet a mandatory specification of this RFQ may be found non-responsive without further evaluation unless UConn, in its discretion, determines that the non-compliance is insubstantial, can be corrected or that an alternative proposed by the Supplier is acceptable.

8.0 Specifications

8.1 Continuity of Service - It shall be the Contractor’s responsibility to coordinate with the LDC as necessary to resolve issues related to the LDC’s regulated services and to ensure the reliable supply of electricity to the facilities included in this Contract. Metering services shall continue to be provided by the LDC.

If at any time -- unless under a condition of Force Majeure, fault of the LDC, or breach by UConn -- an account covered by this Contract is forced to accept Standard Office Service Rates from the LDC serving in its capacity as the utility supplier of last resort, the Contractor shall be responsible for payment of any additional electric costs incurred over and above the Contract award price.

In addition, the Contractor shall promptly, within two weeks, notify UConn if the Contractor learns that the LDC has removed an account from supply and placed it on basic service resulting from the actions of the Contractor other than in connection with the expiration of the Contract. If the Contractor fails to notify UConn promptly, a reconciliation will be implemented consistent with the difference between the rate for such basic service and the rate charged by the Contractor.

8.2 Nominating and Balancing Responsibilities - It is the Contractor's responsibility to conduct all required nominations on behalf of the facilities specified in the Data Exhibit. The Contractor shall be fully familiar with the imbalance, transmission grid loss, and line policies of the LDC, the interstate/intrastate transmission companies and the ISO-NE. Any costs and/or penalties associated with these items will be borne by the Contractor.

8.3 Enrollment - The Contractor will be responsible for switching accounts from the applicable LDC (or third-party contractor) to Contractor and fulfilling any obligations with the LDC to that end. If the Contractor fails to switch accounts within the terms of this contract, unless by fault of the LDC or UConn, penalties may be assessed based on the difference between the LDC Basic Service Rate and contract award price for the period the account remained on LDC service. Additionally, the Contractor will be required to provide a spreadsheet clearly identifying each account number being served because of contract award(s) and the service start date for each of these accounts. This spreadsheet will be due to UConn and Enel X North America, Inc. on or before thirty (30) business days after Contract award.

8.4 Adding Facilities to the Contract - For any additional accounts, UConn shall provide an estimate of the facility's electric requirements and the Contractor will be required to provide a price for the new account under the same Terms and Conditions as this Contract. UConn will provide this information at least forty-five (45) days prior to the desired flow date. The Contractor will have fifteen (15) days to provide a price for the new accounts. UConn will have the right to decline the price if the price is not in UConn's best interest. Adding facilities shall be accomplished through a bilateral modification of the contract.

If the LDC assigns a new account number to the contracted facilities, this will not be considered an addition even if a new account number is assigned.

8.5 Adding Renewable to the Contract - For a variety of reasons, certain authorized facilities may wish to increase the percent of renewable electricity of their accounts under contract. In that event, UConn shall provide the Contractor with an estimate of the increase and the Contractor will be required to provide a new price for the account, reflecting the increase in renewable electricity, under the same Terms and Conditions as this Contract. UConn will provide this information at least forty-five (45) days prior to the desired flow date. The Contractor will have fifteen (15) days to provide a price for the account with the additional renewable electricity. UConn will have the ability to decline the price if it is not in UConn's best interest. Increasing the renewable percent shall be accomplished through a bilateral modification of the contract.

8.6 Reporting Requirements - Monthly Electronic Summary Report: The Contractor shall provide UConn and Enel X North America, Inc. with a monthly, digital electric consumption summary containing the following information by account number: service start date, service end date, total consumption, and total charges. The monthly digital summary must adhere to the "Payment Instructions" documents posted at <https://exchange.apps.enelx.com/webportal/Public/Announcement.aspx?ID=HY2%2b2Vbyutg%3d> The summary will accompany or precede payment of monthly fees.

The University reserves the right to request that the Contractor provide Enel X North America, Inc. with a copy of the Contractor's electronic data transaction with the LDC in lieu of the Monthly Electronic Summary Report if this does not represent an additional burden to the Contractor.

9.0 PRICING PRODUCTS

9.1 The University will consider several pricing products for the auction as set forth in Exhibits B-1 to B-3. These requested products include the following supply options:

9.1.1 Firm Fixed Price Full Requirements, X% Renewable: Bids for account groups with this pricing product should consist of a single all-inclusive price per kWh for all Full Requirements Electricity Supply, where X% will come from renewable sources in addition to RPS (see Section 9.3 for specifications). This product would be invoiced to UCONN by the local utility through consolidated utility billing.

9.1.2 Firm Fixed Price, Capacity Pass-Through, X% Renewable: Bids for this pricing product should consist of a single price per kWh for all Full Requirements Electricity Supply where X% will come from renewable sources in addition to RPS (see Section 9.3 for specifications) and excluding installed capacity charges, which will be charged to UCONN on a pass-through basis as incurred by the supplier to serve the specified account. This product would be invoiced to UCONN by the supplier through dual billing.

9.1.3 Real-Time Market Index, X% Renewable: Bids for this pricing product should consist of a fixed adder price per kWh for all load delivered to the specified account, with adder components specified in Exhibit B2. Remaining rate components will be charged to UCONN on a pass through-basis as incurred by the supplier to serve the specified account. The University will specify X% to come from renewable sources in addition to RPS (see Section 9.3 for specifications). This product would be invoiced to UCONN by the supplier through dual billing.

9.2 Eversource Billing Issues: From April 2019 to August 2020 Eversource had significant billing issues on the primary accounts for the Storrs Central Utilities Plant (Account No. 51476234067) and the Farmington Health Center campus (Account No. 51558162061) campus. The attachment included in Exhibit [INSERT] shows the Farmington Health Center account's billing history from June 2017 to September 2021 and includes the erroneous billed usage (highlighted in red text) and the corrected usage Eversource rebilled (highlighted in blue text) for November 2019 to August 2020.

9.3 Additional Green Options: The University asks Bidder to include additional green options for each of the requested pricing products in Exhibits B-1 to B-3 and the requested supply terms such that the supplier would acquire and transfer voluntary renewable energy credits (RECs) to UCONN for the duration of the supply agreement. UCONN's objective in requesting options to acquire voluntary RECs is to be able to claim that the University has retired RECs for its retail electricity load in excess of the then current Class I obligation set forth in Connecticut's Renewable Portfolio Standard. UCONN is seeking fixed adder pricing for three voluntary REC options:

Green-e National (Green Option 1): Voluntary RECs must be Green-e national certified. The volume of voluntary RECs These voluntary RECs provided to UCONN under the supply agreement should be determined as follows:

Service Period	Connecticut RPS Class I Obligation (% of Retail Sales to UCONN)	Voluntary REC Volume (% of Retail Sales to UCONN)
May 2021 – December 2021	22.5%	77.5%
January 2022 – December 2022	24%	76%
January 2023 – December 2023	26%	74%
January 2024 – December 2024 (if applicable)	28%	72%
January 2025 – December 2025 (if applicable)	30%	70%
January 2026 – April 2026 (if applicable)	32%	68%

Class I +10% (Green Option 2): Voluntary RECs must meet the requirements set forth in PURA’s October 21, 2020 decision in Docket No. 16-12-29. Voluntary RECs must originate from sources defined as Class I in Conn. Gen. Stat. § 16-1 and be sourced from ISO-NE, New York ISO, and/or PJM control areas. The volume of voluntary RECs These voluntary RECs provided to UCONN under the supply agreement should be determined as follows:

Service Period	Connecticut RPS Class I Obligation (% of Retail Sales to UCONN)	Voluntary REC Volume (% of Retail Sales to UCONN)
May 2021 – December 2021	22.5%	10%
January 2022 – December 2022	24%	10%
January 2023 – December 2023	26%	10%
January 2024 – December 2024 (if applicable)	28%	10%

January 2025 – December 2025 (if applicable)	30%	10%
January 2026 – April 2026 (if applicable)	32%	10%

Class I 50% Load (Green Option 3): Voluntary RECs must meet the requirements set forth in PURA’s October 21, 2020 decision in Docket No. 16-12-29. Voluntary RECs must originate from sources defined as Class I in Conn. Gen. Stat. § 16-1 and be sourced from ISO-NE, New York ISO, and/or PJM control areas. The volume of voluntary RECs provided to UCONN under the supply agreement should be determined as follows:

Service Period	Connecticut RPS Class I Obligation (% of Retail Sales to UCONN)	Voluntary REC Volume (% of Retail Sales to UCONN)
May 2021 – December 2021	22.5%	27.5%
January 2022 – December 2022	24%	26%
January 2023 – December 2023	26%	24%
January 2024 – December 2024 (if applicable)	28%	22%
January 2025 – December 2025 (if applicable)	30%	20%
January 2026 – April 2026 (if applicable)	32%	18%

9.4 Bandwidth: The University is requesting full requirements pricing, with no applicable bandwidth. However, if a supplier cannot or will not accommodate this, that supplier should indicate so in its response to this RFQ and propose bandwidth restrictions. UConn reserves the right to take bandwidth into account when determining a “best value” bid.

Supplier understands that "no applicable bandwidth" means that Supplier is obligated to supply a quantity of electricity equal to actual metered load, and if actual kWh usage is more or less than the estimated annual load, the University will be obligated to pay only for electricity actually delivered at the contracted rate. If the number of metered accounts is reduced over the term of the Contract

due to activities taken at UCONN's discretion, such as building demolition, sale of property, etc., then the University shall be billed for only electricity used.

9.5 Fee Structure – The Supplier hereby agrees to assess a procurement fee, to be paid to Enel X North America, Inc., on all accounts served through this Contract which will be included in the Supplier's price. The Supplier should include the Enel X North America, Inc. fee of \$0.00050/kWh. The fee for any performance extensions will be the same as the fee for the base Contract. This fee will be paid by the successful electric power Supplier(s) directly to Enel X North America, Inc. in accordance with the Payment Instructions Document found the Enel X North America, Inc. Announcement Page.

9.6 Regulatory Change - If any regulatory change(s) is imposed after this Contract has been initiated, the Contractor may pass through to UConn any charges or discounts that are a result of the regulatory change(s) so long as such charges/discounts are directly related to supplying electricity under this Contract. The Contractor is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying electricity to UConn. This notice must be provided to UConn sixty (60) days prior to the implementation of the regulatory change. Regulatory Change may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant LDC, ISO-NE, or ISO-NE's successor. A Regulatory Change may also mean a new element of retail full requirements service imposed through law or regulation by the State or the United States.

9.7 Material Change: UCONN will make every effort to promptly notify the Supplier and EnelX in writing via email construction projects, suspensions of service and additions or maintenance of equipment that may impact a facility's annual historical usage by more than 25%, or other value agreed to by the customer and the supplier.

10.0 Attachments

- (Appendix A) – Contract
- (Appendix B) - Company Profile Form
- (Appendix C) – Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
- (Appendix D)- Anti Collusion
- (Appendix E) - Vendor Code of Conduct
- Form 1 Gift and Campaign Contribution Certification
- Form 5 Consulting Agreement Affidavit
- Form 6 Affirmation of Receipt of State Ethics Law Summary
- Form 7 Iran Certification
- Bidder Contract Compliance Monitoring Report
- Non-Discrimination Certification
- SEEC Form 10 Acknowledgement of Receipt

- The Data Exhibit and Auction Schedule will be posted separately here:
<https://exchange.apps.enelx.com/webportal/Public/Announcement.aspx?ID=HY2%2b2Vbyutg%3d>

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

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

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

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

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

10.1.3 Form 6 Affirmation of Receipt of State Ethics Law Summary: This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Click the desired file format below to download form. Complete and submit.

10.1.3.1  [Form 6 Adobe.pdf](#)  [Form 6 Word.doc](#)

10.1.4 Form 7 Iran Certification: This certification accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. This form must always be submitted with the proposal, or if there was no RFQ process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion

of the form. . Click the desired file format hyperlink format below to download form. Complete and submit.

10.1.4.1  [Form 7 Adobe.pdf](#)  [Form 7 Word.doc](#)

10.1.5 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

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

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

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

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

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

10.1.8 Connecticut Economic Impact Form:

9.8.1 [Connecticut Economic Impact Form](#)

10.1.9 Anti-Collusion Affidavit

9.1.9.1 Please refer to Appendix D to secure this form.

10.1.10 Governor Jodi M. Rell Ethics Memo

10.1.10.1 Please refer to Appendix C to view this document.

11. Contract Document

11.1 A draft of the Contract has been attached to the RFQ. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception.

11.2 Contract Extension - Refer to Contract

12. Standard RFQ Requirements

12.1 The terms and provisions of this RFQ and any contract resulting from this RFQ shall be construed in accordance with the laws of the State of Connecticut.

12.2 Any interpretation, correction, or change of this RFQ shall be made by clarification/addendum. Interpretations, corrections or changes of the RFQ made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University's Procurement Department.

12.3 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Procurement Department. In all cases, no verbal communication will override written communications and only written communications are binding.

12.4 All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University's Procurement Department.

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

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

12.7 Proposal Understanding: Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.

12.8 Rendering of Products and Services: Each Proposer must respond to, and be capable of, supplying all products and services outlined in the RFQ specification.

12.9 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 exists or after the University has rejected all proposals.

12.10 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.

12.11 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.

12.12 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.

12.13 Notification of RFQ Status: Upon completion of the RFQ review process, all Proposers will receive a RFQ status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.

13. Standard Contract Terms and Conditions:

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

13.1 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

13.2 Notification of Selected Firm: It is the University's intention to review proposals, and execute an agreement on or before the date outlined in section 4.1. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

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

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

13.5 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

13.6 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

13.7 The University reserves the right to make multiple awards for these services if it is deemed to be in its own best interest.

13.8 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.

13.9 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

13.10 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

13.11 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

13.12 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

13.13 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of this contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

13.14 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

13.15 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.

13.16 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

13.17 Payments under a Contract Award: Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms stated in the contract award.

13.18 Business Relationship Affidavit: The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFQ, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**

13.19 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by submitting a proposal and signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

13.20 Conflict of Interest: The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

13.21 Equal Employment Opportunity Requirements:

a. In entering into any contract resulting from this RFQ, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

b. The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

13.22 Federal, State and Local Taxes, Licenses and Permits: The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.

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

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

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

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

13.26.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

13.26.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

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

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

13.28 Responsibilities of the Proposer:

13.28.1 Observing Laws and Regulations: The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

13.28.2 Representations: Each firm, by submitting a proposal, represents that it:

- a. Has read and completely understands the proposal documents; and

b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

13.28.3 Purchase Orders: Purchase Orders and payments will only be issued to the Proposer. It is the Proposer’s responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

13.29 Insurance Requirements:

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

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

Statutory Workers' Compensation and Employers' Liability:

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

Commercial General Liability:

Combined single limit:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
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Comprehensive Automobile Liability:

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

Combined single limit:	\$1,000,000 each occurrence
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Umbrella Liability: \$2,000,000 each occurrence

Professional Services Liability Insurance: (If applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a “Claims Made” basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same

provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

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

13.30 Contractor's Indemnity and Assumption of Liability:

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

13.30.2 The Contractor's indemnity shall include, without limitation, damage due to misuse by Contractor or any person for whom the Contractor has responsibility, of tools, machines, vehicles or uncontrollable equipment that may malfunction. University property damaged in the performance of Services shall be repaired and left in good

condition (as found). All such repairs shall be accomplished by the Contractor at no cost to the University.

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

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

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

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

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

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

13.34 Intellectual Property:

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

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

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

13.35 Confidential Information:

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

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

13.36 Responsibility of Those Performing the Work:

13.36.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFQ by the Proposer.

13.36.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

13.36.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

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

13.38 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

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

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

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

13.42 State Elections Enforcement Commission (SEEC) Requirements: For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

13.43 Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the

Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

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

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

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

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

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

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

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

13.45 Termination for Convenience:

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

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

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