ADDENDUM # 1
FINAL

DATE: May 2, 2007
TO: All Prospective Bidders
FROM: Sharon L. Alexander, C.P.M.
      Executive Director, Procurement & Logistical Services
RE: Programming, Maintenance and Installation of Electrical Instrumental and Distributed Control Systems - RFP SA042007

All respondents are hereby advised of the following amendments to the Request for Proposal documents which are hereby made an integral part of the bid documents prepared by the University Of Connecticut Purchasing Department.

Respondents shall be required to acknowledge receipt of this addendum in their bid response. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their response.

Please review the following information:

Q: Please supply more technical information regarding the specifics of the project, equipment, controls, architecture and functions to be provided.

A: The Bid Spec is complete. We have referenced in Section 8.3-8.6 all the types of systems and equipment that we currently have in addition to the appropriate protocols and system architecture information.

BIDDER NOTE: This addendum must be completed, signed and submitted with your response to be considered for award. If you have already submitted a proposal, please acknowledge this addendum by signing below and submit in a sealed envelope clearly marked with the bid number, response date and return address. This will be accepted as part of your proposal response and must be received no later than May 9th, 2007 2:00p.m.

__________________________  ______________________________________
Date                              Name of Bidder
________________________________________
April 20th, 2007

TO: Prospective Bidders

FROM: Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services

RE: Programming, Maintenance, and Installation of Electrical Instrumentation and Distributed Control Systems – RFP SA042007

The University of Connecticut is pleased to invite your participation in responding to our Request for Proposal No. SA042007. The goal of this solicitation is to provide the University with Programming, Maintenance, and Installation of Instrumentation and Distributed Control Systems.

A copy of the official solicitation is attached for your convenience. The RFP can also be found on our website at www.purchasing.uconn.edu under bid opportunities.

We look forward to your participation.

SA/lcr
The University of Connecticut

REQUEST FOR PROPOSAL

Bid No. #SA 042007

Programming, Maintenance, and Installation
of Electrical Instrumentation and Distributed Control Systems

Issued
April 20, 2007

Proposal Due Date:

May 9th, 2007
By 2:00 p.m.

Issued By

Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2616 / Fax: (860) 486-0012
Sharon.alexander@uconn.edu
www.purchasing.uconn.edu
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## REQUIRED FORMS AND INSTRUCTION

**The Bid response to this RFP must include:**

1. An exact copy of the “Form of Proposal” included herein,
2. A comprehensive point-by-point response to all items listed herein, where applicable
4. Form 1 - Gift Certification
5. Form 2 – Campaign Contribution Certification
6. Form 4 – Annual Contract Certification
7. Form 5 - Consulting Agreement Affidavit
8. Form 6A – Affirmation of Receipt of Summary of State Ethics Laws
9. Form 11 – SEEC Public Act 07-1
10. Signature Authority Certification
11. References

**Please Note: All affidavits must be notarized and the originals must be included with the original proposal to be considered compliant**
SECTION I
Scope of Work

1.1 Project/Scope of Work

1.1.1 The University of Connecticut is soliciting proposals from experienced and qualified Vendors to provide the University with Programming, Maintenance, and Installation of Instrumentation and Distributed Control Systems for the Storrs and/or Regional Campuses. The specifications and requirements which must be addressed in vendors’ responses can be found in Section VIII, Performance Specifications and Vendor Requirements.

1.1.2 The University of Connecticut is requesting proposals for the specific services of designing, installing, programming and maintaining Distributed Control Systems, subsystems and other integration controls for the Cogeneration plant, Water treatment plant, Energy Management group, and other building related utilities.

1.2 Demographics
The University of Connecticut is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, a School of Social Work located at the Greater Hartford Campus, a School of Law located in Hartford, CT., and Schools of Medicine and Dental Medicine, graduate programs, medical and dental clinics and the John Dempsey Hospital, all of which comprise the UCONN Health Center, located in Farmington, CT. Total enrollment at all campuses is approximately 28,000 students. The Storrs campus has an enrollment of approximately 20,000 undergraduate and graduate students, including a resident undergraduate population of approximately 12,000 students. There are approximately 9,000 full and part-time faculty and staff.

1.3 Term of Contract
Contracts awarded pursuant to this Request for Proposal (“RFP”) will have an initial term of two (2) years with an option to extend, by mutual consent, for up to three (3) one (1) year periods for a total of five (5) years. Any extensions will be confirmed by the issuance of a purchase order and a written amendment to the original contract by the University of Connecticut.
SECTION II
Proposal Content

2.1 Proposal Content
Each proposal shall contain, at a minimum, the following information:

2.1.1 Firm’s History

2.1.2 A detailed description of similar engagements performed during the past five years that demonstrate your experience in meeting the elements outlined in the Scope of Work, especially highlighting work with large public research universities.

2.1.3 Names, addresses, telephone numbers, email addresses and contact persons of all clients for whom you have performed similar services during the past five years.

2.1.4 A description of the strategies you will use and services you will provide to effectively represent the University’s interests as outlined in the Scope of Work. Be specific.

2.1.5 The services and/or expertise your firm will offer to the University, in the areas outlined in the Scope of Work, that other firms could not.

2.1.6 Identify the firm’s resources that could be called upon to advise on issues unique to this proposed engagement.

2.1.7 Any other information you believe will be useful to the evaluation committee in making its selection.

2.1.8 Identify clients (contractors) for purpose of identifying conflicts of interests, procedures for screening to identify conflict of interests and procedure for resolving same.

2.1.9 Identify the professionals dedicated to this assignment.

2.1.10 Proposal of the successful bidder must include current documentation of signing authority for their representative who will execute a contract. Acceptable forms are available at www.purchasing.uconn.edu; online forms; Corporate Resolution.
3.1 **Statement of Fees**

3.1.1 For each proposal submitted, a price statement of fees associated with the services is requested, including, but not limited to:

3.1.1.1 Miscellaneous personnel expenses, meals, travel expenses, travel time, training, holidays, sickness, medical, lost time and management expenses

3.1.1.2 Hourly cost for services - standard work week M-F, 8 a.m.-5 p.m.

3.1.1.3 Hourly rates for weekends- non-standard work week (starting 5p.m. Friday thru 8 a.m. Monday).

3.1.1.4 Hourly rates for Emergency Calls.

3.1.1.5 Hourly rates for Holidays.

3.1.1.5 Provide examples of alternate innovative costing solutions that may help to minimize cost.

3.1.1.6 Provide a cost plus percentage to be used when procuring repair or replacement of equipment and/or supplies.

3.1.1.7 Provide a cost plus percentage to be used for OEM and other sub-contractor support.

3.1.2 Quoted prices must be firm for the first term (two (2) years) of this contract. Price increase requests thereafter will only be considered on the contract yearly anniversary date and when:

3.1.2.1 The University is notified of the increase a minimum of thirty (30) days prior to effective date.

3.1.2.2 The vendor provides the University with any and all documentation it may require to support the proposed rate increase noted in 3.1.3.

3.1.3 All prices offered in response to this proposal shall remain fixed for the initial term of the contract. After the initial term, the prices quoted in response to this proposal may be adjusted in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity or service, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature.
SECTION IV
Evaluation Process and Criteria

4.1 Evaluation Process
4.1.1 The award of an Agreement to this RFP will be based upon a comprehensive review, analysis and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

4.1.2 The award will be made to the most responsive Bidder(s) offering the best value as determined by the University. All firms submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

4.1.3 All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed in Section 4.2. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to each firm’s response to the following criteria:

4.2 Evaluation Criteria

4.2.1 Engagement Plan
MAXIMUM POINTS: 40
a. Quality and likelihood proposed engagement will successfully achieve the goals, objectives and requirements identified within Section I and II.
b. Availability for emergency calls within a 2-hour drive of the Storrs Campus.

4.2.2 Professional Experience & Qualifications
MAXIMUM POINTS: 25
a. Experience in multi-disciplined environments such as large Universities that have power plants.

4.2.3 References
MAXIMUM POINTS: 10
a. Three (3) references that demonstrate a history of experience in successfully providing identified services especially to large public research higher education institutions similar in size and scope to those of the University of Connecticut.
b. Demonstrated satisfaction of previous clients.

4.2.4 Pricing
MAXIMUM POINTS: 25
a. Cost and innovative costing solutions for providing services.

TOTAL MAXIMUM POINTS: 100
SECTION V
Receipt of Proposals and Estimated Timetable

5.1 Receipt of Proposals and Estimated Timetable
5.1.1 All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in this Request for Proposal must be made to:

Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services
University of Connecticut, Purchasing Department
3 North Hillside Road- Unit 6076
Storrs, CT 06269-6076
RFP No. SA042007
Phone: (860) 486-2616 / Fax: (860) 486-0012
Sharon.alexander@uconn.edu

5.1.2 All requests for clarification must be in writing. Subsequently, the University's response to any request for clarification, together with a copy of the written request, will be provided contemporaneously by the University to all known parties receiving this RFP.

5.1.3 Responses to all written requests will also be posted on the University Purchasing Department website: www.purchasing.uconn.edu/currentbid/currentbid.html as well as on the DAS website www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

5.1.4 Under no circumstances may any Bidder or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

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

5.2 Requests for clarification by the University
The University may request that any bidder clarify or supplement any information contained in this proposal. Bidders are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by the University.

5.3 Submission Format/Receipt of Proposal
5.3.1 An original and six (6) hard copies of the proposal must be submitted in a sealed envelope or box to:

Sharon L. Alexander, C.P.M.,
Executive Director, Procurement & Logistical Services
University of Connecticut, Purchasing Department
3 North Hillside Road- Unit 6076
Storrs, CT 06269-6076
RFP No. SA042007
Due by MAY 9th, 2007 before 2 p.m.

5.3.2 At the specified time stated above, all proposals received as stipulated, shall be publicly opened and announced. However, due to the complexity of the bid, only the names of the respondents will be read, no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are welcome to attend the bid opening.
5.3.3 All proposals must be submitted in three ring binders within a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

5.3.4 E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

5.3.5 Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

5.4 Informal Communications
From the date of receipt of this RFP by each Bidder, until a binding contractual agreement exists with the selected Firm or Firms and all other Bidders have been notified or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include, but are not limited to:

5.4.1 Requests from the Bidders to any department(s) at the University, for information, comments, speculation, etc; and
5.4.2 Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

5.5 Formal Communications
From the date of receipt of this Request for Proposal by each Bidder until a binding contractual agreement exists, as noted above, communications between the University and the Bidders will be formal. Formal communications shall include but not be limited to:

5.5.1 Oral Presentations, if required
5.5.2 Pre-Award Negotiations

5.6 Estimated Timetable
The following schedule will apply to this RFP:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>04/20/07</td>
</tr>
<tr>
<td>Closing Date for Inquiries</td>
<td>05/01/07</td>
</tr>
<tr>
<td>Submission of RFP due</td>
<td>05/09/07</td>
</tr>
<tr>
<td>Oral Presentations, if necessary</td>
<td>TBD</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>05/30/07</td>
</tr>
<tr>
<td>Anticipated Service Date</td>
<td>06/11/07</td>
</tr>
</tbody>
</table>

This timetable is tentative and subject to change. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of this RFP. Failure to meet the delivery dates as outlined above may be basis for disqualification of your proposal.
SECTION VI
General Terms and Conditions

6.1 General Terms and Conditions

6.1.1 Each firm, by submitting a proposal, represents that the firm has:

6.1.1.1 Read and completely understood the RFP documents and attachments thereto.

6.1.1.2 Is familiar with the conditions under which services would be provided, including availability and cost of materials, equipment and personnel.

6.2 Additional information related to Receipt of Proposals

6.2.1 Any proposal received after the time and date specified for receipt of proposals shall not be considered and shall be returned unopened via regular mail.

6.2.2 Each respondent shall be solely responsible for the delivery of his or her proposal to the University at the place and before the time as specified above.

6.2.3 Unless otherwise noted in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the respondent.

6.2.4 The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University would be served thereby. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified, upon request, after a binding contractual agreement between the University and the selected respondent exists, or after the University has rejected all proposals.

6.2.5 A respondent shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of the proposal documents.

6.2.6 Proposals are treated as confidential by the University 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 that it believes is exempt from disclosure under the Act, 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.
6.3 Preparation of Proposals
6.3.1 Proposals shall include an exact copy of the "Form of Proposal" included within these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be written in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.

6.3.2 Respondents shall provide a written, itemized list of any exceptions to this RFP with their proposal.

6.3.3 Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts on behalf of the Respondent. The name of each person signing the proposal shall be typed or printed below the signature. Further, all required documents as noted further in this document shall also be signed by the principal duly authorized to make such determination for the firm. Proposal of the successful bidder must include current documentation of signing authority for their representative who will execute a contract. See Section II - 2.1.10

6.3.4 All deletions or corrections shall be initialed and dated.

6.3.5 The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut. All deliveries hereunder shall comply in every respect with all applicable laws of the Federal Government and/or State of Connecticut.

6.3.6 Any interpretation, correction, or change to this RFP shall be made by a written addendum to this RFP. Interpretations, corrections or changes to the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department. Questions regarding this RFP shall be submitted in writing via email, fax or US Mail and should be directed to:

Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services
Sharon.alexander@uconn.edu

and/or

Lisa C. Riley, Executive Assistant
Lisa.riley@uconn.edu

University of Connecticut
3 North Hillside Road- Unit 6076
Storrs, CT 06269-6076
(Please reference RFP #)
Phone: (860) 486-2616 / Fax: (860) 486-0012
6.3.7  All additional charges must be included in the proposal prices. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.

6.3.8  All addenda shall be mailed or delivered to all who are known to have received the RFP and posted on the websites previously cited. No addenda shall be issued later than seven (7) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP. Bidders who download the bid from one of the websites noted herein are encouraged to check the website(s) regularly to determine whether any addenda have been issued.

6.4  Format of Proposals

6.4.1  Proposals must include a point-by-point response to this RFP, where required. Each such response must be cross-referenced to the correspondingly numbered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples, which are provided to support responses, shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.

6.4.2  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.

6.5  Submittal of Proposals

No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

6.6  Modifications or Withdrawal of Proposals Will Be Executed As Follows

6.6.1  A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 5.6 above and the respondent so agrees in submitting a proposal.

6.6.2  Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University prior to the designated date and time for receipt of proposals.

6.6.3  Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

6.7  Formation of Agreement

6.7.1  The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:
6.7.1.1 Accept a proposal as submitted by issuing a Professional Employment Agreement Form to the selected respondent which refers to this RFP and accepts the proposal as submitted; or

6.7.1.2 Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

6.7.2 Because the University may use the first alternative described above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

6.7.3 UConn reserves the right to award to the person, or firm which best fulfills or exceeds the RFP requirements at the lowest cost to the University.

6.7.4 The Contract, when duly executed, shall represent the entire agreement between the parties.

6.8 Presentations
6.8.1 Potential firms may be asked to discuss their written responses to this document at a presentation at the Storrs campus on date(s) mutually agreed upon between the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration. Presentations will be by scheduled appointment only by the Purchasing Department

6.9 Qualifications of Firm
6.9.1 Proposals will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing service in the areas identified in this RFP whose requirements are similar in size and scope to those of the University. Specific detail regarding qualifications and experience can be found in Sections 1.1, 4.2 and 8.1-8.6 of this document. Preference will be given to firms with such confirmed experience.

6.9.2 Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.

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

6.10 Assignment
6.10.1 Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

6.10.2 Bids submitted by firms under “joint venture” arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations and/or award of this RFP.
6.11 **Hold Harmless**

6.11.1 The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

6.11.2 The contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of said Chapter 53 proceedings.


6.12 **Contract Termination for Cause**

6.12.1 The University may terminate any resulting contract for cause by providing a Notice to cure to the respondent citing the instances of noncompliance with the contract.

6.12.1.1 The respondent shall have ten (10) days to reply to the Notice to Cure, indicate why the contract should not be terminated, and recommend remedies to be taken.

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

6.12.1.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.

6.12.1.4 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.

6.12.2 The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination.

6.13 **Responsibility of Those Performing the Work**

6.13.1 The firm shall be responsible for the negligent acts and willful misconduct of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.
6.14 **Insurance Requirements**

The Firm 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. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

1. **Worker’s Compensation Insurance:**
   - Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker’s Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.
   - **$1,000,000.00**

2. **Public Liability Insurance:**
   - **$1,000,000.00**

3. **Property Damage Insurance**
   - **$1,000,000.00**

As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University Of Connecticut Purchasing Department within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the University’s representative and that the insurance reflected thereon meets the minimum requirements of the proposal. **A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.** If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Awardee shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

The University of Connecticut must be named “additional insured” on the certificate.

6.15 **Statutory Authority**

Under Connecticut State Statues, the University of Connecticut is authorized to purchase products and/or services per §10a-151b, §4a-52a, §10a-104 and §10a-108.

6.16 **Promotion**

Unless specifically authorized in writing by University Communications, on a case by case basis, the firm 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 to imply any endorsement of contractor's products or 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) or (B) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

6.17 Taxes
The University of Connecticut is exempt from Federal Excise taxes, and from State and local sales and use taxes. Tax exemption certificates can be furnished to the awarded vendor(s) upon request.

6.18 Federal, State and Local Taxes, Licenses and Permits
The successful respondent(s) will comply with all laws and regulations on taxes, licenses and permits.

6.19 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.

6.20 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.

6.21 Choice of Law and Venue
The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

6.22 Parking Guidelines and Information:

6.22.1 The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

6.22.2 It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator’s acceptance and understanding of these policies.

6.22.3 Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

6.22.4 Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

6.22.5 The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

6.22.6 Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is
free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

6.23.1 Visitor Parking

Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours visit www.park.uconn.edu/ngarage.htm or call (860) 486-6267; or www.park.uconn.edu/sgarage.htm or call (860) 486-9088.

6.22.7 Contact Information:
University of Connecticut
Parking & Transportation Services
3 North Hillside Road, Unit 6199
Storrs, CT 06269-6199
Phone: (860) 486-4930
Fax: (860) 486-0191

6.23 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 Executive Director of Procurement & Logistical Services immediately by registered mail.

6.24 Partnering with Business Enterprises Owned and Operated by Women, Minorities (MWBE's).

6.24.1 The University of Connecticut is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of University contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the University. The Program will work to create an environment, which supports this effort and actively acknowledges and values diversity. An MWBE is a business, which is at least fifty-one percent (51%) owned and operated by a woman or a minority.

6.24.2 We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product, which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the University.

6.23 Whistle Blower
In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service that can be reached at (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 Office of Audit, Compliance and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084, (860)486-4526 office / (860)486-4527 fax. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract this reporting mechanism.
6.24  Executive Order No. 3:
This Contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

6.25  Executive Order No. 17:
This Contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

6.26  Executive Order No. 16:
This Contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that
(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
© The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
(d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.
(e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

6.27  Executive Order No. 7C
This Contract is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
(a) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

1. A violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
2. Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

**6.28 Mandatory Affidavits**

6.28.1 In light of recent executive and legislative changes to Connecticut’s state contracting requirements, the Office of Policy and Management (“OPM”) has updated its contracting affidavits, certifications and affirmations. Pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell’s Executive Order No. 1, para 8, Large State Contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavits. Subsequently, Governor M. Jodi Rell’s Executive Order No. 7B (see Sec 6.7), modified the contract thresholds provided in Conn. Gen. Stat. §§4-250 and 251 for all procurements with a value of $50,000 or more in a calendar or fiscal year.

6.28.2 In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods and services, which contract has a total value of $50,000 or more in any calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of State ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants, if any. Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations.

6.28.3 The **mandatory** affidavits are enclosed as part of this RFP and must be included to be considered compliant. For your convenience, the affidavits can also be found on the Office of Policy and Management website: [http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm](http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm)
6.29 **State Elections Enforcement Commission (SEEC) Public Act 07-1**
With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11] For more information on the ban, please visit [www.ct.gov/seec](http://www.ct.gov/seec).

6.30 **Definition of Terms**

6.30.1 “Purchaser”, “Buyer”, “UCONN” “University of Connecticut”, or “University” The University of Connecticut

6.30.2 “Bidder”, “Contractor”, “Vendor” “Seller”, “Proposer” or “Firm(s)” Person, firm or corporation submitting proposal to this RFP

6.30.3 “Coordinator” Sharon L. Alexander, C.P.M. or Other authorized University Purchasing Department personnel

6.30.4 **Acceptance** is defined as the date on which the hardware is installed on location, has been shown to pass power-on self-test, and vendor has guaranteed that the hardware components are at the latest generally accepted firmware levels for all components.

6.30.5 **Response time** is defined as the period of time between the problem(s) being reported to the Vendor, and when the Technician arrives on-site.

6.30.6 **Repair time** is defined as the period of time between the problem(s) being reported to the Vendor, and when the equipment is operating properly.
SECTION VII
Mandatory Forms

7.1 **Mandatory Forms**

7.1.1 Bidder Contract Compliance Monitoring Report
7.1.2 Form 1 - Gift Certification
7.1.3 Form 2 – Campaign Contribution Certification
7.1.4 Form 4 – Annual Contract Certification
7.1.5 Form 5 - Consulting Agreement Affidavit
7.1.6 Form 6A – Affirmation of Receipt of Summary of State Ethics Laws
7.1.7 Form 11 – SEEC Public Act 07-1
7.1.8 Signature Authority Certification visit [http://www.purchasing.uconn.edu/corpres/corpres.html](http://www.purchasing.uconn.edu/corpres/corpres.html) for sample documents.
PART VIII
FORM OF PROPOSAL
RFP SA042007
Programming, Maintenance, and Installation
Of Electrical Instrumentation and Distributed Control Systems

TO: University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT. 06269-6076

1. The undersigned bidder, in response to our Request for Proposal for the above referenced RFP, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto, and as defined in this RFP and will be invoiced in accordance with the schedule of fees also attached hereto.

2. Bidder acknowledges receipt of addenda, (if any), that are a part of the bidding documents

3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.

5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.

6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. University payment terms are 2% 15 net 45. Proposer agrees to these payment terms unless otherwise indicated.

DATE: ________________________ F.E.I.N ________________________

FIRM: _____________________________________________________________

NAME: ________________________ TITLE: ________________________

ADDRESS: _______________________________________________________

_____________________________________________________________________

PHONE #: ________________________ FAX #: ________________________

EMAIL ___________________________________________________________

University of Connecticut
RFP SA042007
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

(a) the bidder’s success in implementing an affirmative action plan;
(b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder’s promise to develop and implement a successful affirmative action plan;
(d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder’s promise to set aside a portion of the contract for legitimate minority Business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders 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 the bidders’ good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
### 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<table>
<thead>
<tr>
<th>MANAGEMENT:</th>
<th>MANAGERS plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS AND FINANCIAL OPERATIONS:</td>
<td>These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</td>
</tr>
<tr>
<td>COMPUTER SPECIALISTS:</td>
<td>Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.</td>
</tr>
<tr>
<td>ARCHITECTURE AND ENGINEERING:</td>
<td>Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</td>
</tr>
<tr>
<td>OFFICE AND ADMINISTRATIVE SUPPORT:</td>
<td>All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</td>
</tr>
<tr>
<td>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</td>
<td>This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</td>
</tr>
<tr>
<td>CONSTRUCTION AND EXTRACTION:</td>
<td>This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.</td>
</tr>
<tr>
<td>INSTALLATION, MAINTENANCE AND REPAIR:</td>
<td>Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</td>
</tr>
<tr>
<td>MATERIAL MOVING WORKERS:</td>
<td>The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and off bearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</td>
</tr>
</tbody>
</table>

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

| White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. | Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. |
| Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa. | American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition. |
| Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race. | |
## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Identification Number__________________________</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Or Social Security Number__________________________</td>
</tr>
</tbody>
</table>

Major Business Activity
(brief description)

<table>
<thead>
<tr>
<th>Bidder Parent Company</th>
<th>Bidder Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if any)</td>
<td>(response optional/definitions on page 1)</td>
</tr>
</tbody>
</table>

- Bidder is a small contractor. Yes__ No__
- Bidder is a minority business enterprise Yes__ No__
  (If yes, check ownership category)
  - Black___ Hispanic___ Asian American___ American Indian/Alaskan
  - Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___
  - Female___

- Bidder is certified as above by State of CT Yes__ No__
- DAS Certification Number ________________________________

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__

6. Does your company have a collective bargaining agreement with workers? Yes__ No__
   6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__
   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__

9. Does your company have a mandatory retirement age for all employees? Yes__ No__

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__

11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__

12. Does your company have a written affirmative action Plan? Yes__ No__
   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__
   If yes, give name and phone number.

### Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1/ use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

---

University of Connecticut
RFP SA042007
## PART IV - Bidder Employment Information

**Date:** (Page 4)

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Management</td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>TOTALS ABOVE</td>
<td></td>
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<tr>
<td>Total One Year Ago</td>
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</tr>
</tbody>
</table>

**FORMAL ON THE JOB TRAINEES** [ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE]

| Apprentices | Trainees | | | |

## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

   - State Employment Service
   - Private Employment Agencies
   - Schools and Colleges
   - Newspaper Advertisement
   - Walk Ins
   - Present Employees
   - Labor Organizations
   - Minority/Community Organizations
   - Others (please identify)

2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)

   - Work Experience
   - Ability to Speak or Write English
   - Written Tests
   - High School Diploma
   - College Degree
   - Union Membership
   - Personal Recommendation
   - Height or Weight
   - Car Ownership
   - Arrest Record
   - Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

---

Certifications (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) (Title) (Date Signed) (Telephone)

University of Connecticut
RFP SA042007
Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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; (2) the Contractor to state that 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 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 advising the labor union or worker’s 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, “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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and “good faith efforts” shall include, but shall 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.

(c) Determination of a Contractor’s good faith efforts shall include but 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 other such reasonable activities 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 (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (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 advising the labor union or worker’s 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f of the General Statutes.

(b) 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 related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

AWARD AND CONTRACT

1. 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.

2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding the bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor 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.

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

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

8. 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.
Gift Certification

Gift certification to accompany State Contracts with a value of $50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell’s Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the “Contractor”). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<table>
<thead>
<tr>
<th>Name of Benefactor</th>
<th>Name of recipient</th>
<th>Gift Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

__________________________________________________________
Signature

__________________________________________________________
Date

Sworn and subscribed before me on this __________ day of ______, 200__

__________________________________________________________
Commissioner of the Superior Court
Notary Public

Rev 7/06
Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of $50,000 or more in calendar or fiscal year, pursuant to Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell’s Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-601a, except as listed below:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
</tr>
</thead>
</table>

List information here

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

______________________________
Signature

______________________________
Date

Sworn and subscribed before me on this __________ day of ______, 200__

______________________________
Commissioner of the Superior Court
Notary Public

Rev 4/4/07
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Annual Contract Certification

Annual contract certification to update the preceding gift/campaign contribution certification, pursuant to Governor M. Jodi Rell’s Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name ,Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the date of the instant certification that neither myself nor any principals or key personnel of the Name of Firm or Corporation (the “Contractor”) who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals (if applicable) or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency who executed the subject contract, except the gifts listed below:

<table>
<thead>
<tr>
<th>Name of Benefactor</th>
<th>Name of Recipient</th>
<th>Gift Description</th>
<th>Value</th>
<th>Date of Gift</th>
</tr>
</thead>
</table>

Insert information here

Further, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract know of any action to circumvent such prohibition on gifts by providing for any other principals, key personnel, official, or employee of the contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, during the two-year period preceding the date of the instant certification, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or for the General Assembly, as defined in Conn. Gen. Stat. § 9-601a, except the contributions listed below:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
</tr>
</thead>
</table>

Insert information here

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

__________________________
Signature

__________________________
Date

Sworn and subscribed before me on this ______________ day of ________, 200__

__________________________
Commissioner of the Superior Court
Notary Public

Rev 4/4/07
Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. §4a-81.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Conn. Gen. Stat. §4a-81, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor’s Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:
• Former Agency:
• Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_________________________  __________________________
Signature                           Date

Sworn and subscribed before me on this _________ day of ________, 200__

_________________________
Commissioner of the Superior Court
Notary Public

Rev 4/4/07
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor’s bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS**
*(Bid or Proposal)*

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

________________________________________
Signature

________________________________________
Title

________________________________________
Date

**On behalf of:**

________________________________________
Contractor Name

________________________________________
Street Address

________________________________________
City  State  Zip

________________________________________
Federal Employer Identification Number
*(FEIN/SSN)*

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287.

Rev 10/06
Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

**Note:** The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

**Restrictions on the Benefits You May Give to State Personnel**

**Gifts:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut’s gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to $50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to $10 per item up to $50 per person per year. Also exempt are certain items such as informational materials or plaques costing less than $100. For a complete list of the Code’s gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**Important Recent Change in Law:** As of July 1, 2004, gifts for “major life events,” including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**Note:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency’s ethics policy before you provide any benefit to an agency official/employee.

**Necessary Expenses:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization’s event. You may, however, under limited circumstances, pay the “necessary expenses” of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **Note:** Before providing necessary expenses, check with the state agency’s ethics officer to determine if the agency allows such payments.

**Gifts to the State:** The Ethics Code allows limited “gifts to the state” which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**Note:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

**Rules on Hiring State Personnel**

Before you hire a current or former state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.
Second, if you are considering hiring a former state employee, you should be aware of the Ethics Code’s post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at $50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can never represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).
Finally, if you or your business spends or receives $2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over $500,000 from:

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) Intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

(3) Intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban
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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—$2000 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 $2000 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 $5000 in fines, or both.

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”
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, materials, 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 or a loan to an individual for other than commercial purposes.

"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.
Section VIII
Vendor Requirements

8.1 Vendor Requirements
The following requirements are presented as a minimum expectation for any vendor’s proposal to be considered. All vendors must provide documentation that verifies and demonstrates experience. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

8.1.1 The successful bidder will have proven extensive experience with high pressure boilers, large tonnage chillers, pumping systems, power generation, steam generation, and air handling systems.

8.1.2 The successful bidder will have proven extensive experience with data collection systems, methods, and historical long term storing of this data as detailed in Section II - Vendor Requirements.

8.1.3 The successful bidder will be expected to be available on a 24 hour, 7 day a week schedule when facility operations require. Emergency response time must be no greater than 2 hours.

8.1.4 Provide an emergency response plan.

8.1.5 Connecticut E-1 and S-1 Licenses are required. (Copy must be provided with bid response)

8.1.6 Vendor must be an authorized GE Fanuc / Intellution solution partner. (Copy must be provided with bid response)

8.1.7 Support Plan – the University is requesting that each Vendor provide a plan to support its proposal. The Plan should describe the control systems on-site and off-site technical support, on-site and off-site sales support as outlined in Section II - Vendor Requirements

8.2 Instrumentation Installation and Service Requirements
The successful bidder will be expected to provide services as described below.

8.2.1 Comprehensively for the Waste Water treatment plant
8.2.2 Comprehensively for the Power and chilled water plant
8.2.3 Condensate monitoring such as flow and chemistry
8.2.4 Calibration services for transmitters and metering systems
8.2.5 Installation and service for actuators, valves and field devices
8.2.6 Rosemont pressure and temperature transmitters
8.2.7 Fisher fieldvue control valve actuators and positioners
8.2.8 Leslie electro-pneumatic pressure regulating stations
8.2.9 Controllotron ultrasonic flowmeters
8.2.10 GE/Panametrics ultrasonic flow meters
8.2.11 EMCO turbine meters
8.2.12 George Fischer Signet ORP/PH/Conductivity instruments
8.2.13 Burket Conductivity transmitters
8.2.14 Tools for performing above tasks to be provided by vendor
8.3 Installation, Maintenance, Repair and Configuration of the following

8.3.1 GE iFix SCADA computers
8.3.2 Allen Bradley PLC’s for balance of plant systems
8.3.3 Allen Bradley PLC’s for condensate polisher and Altair RO water system
8.3.3 HRSG duct burner control system
8.3.4 PI servers on both Cogeneration and metering systems
8.3.5 Automatic daily, monthly, and yearly log spreadsheets through PI
8.3.6 Continuum
8.3.7 Network systems within CoGen facility and waste water facility
8.3.8 Perform and maintain backups on PLC’s, SCADA, and PI equipment
8.3.9 Perform PLC programming and loop tuning on CoGen Allen Bradley dcs
8.3.10 CoGen/WWTX iFix SCADA database configuration
8.3.11 iFix operator screens configuration and maintenance
8.3.12 Aux boilers with Rosemount GPC-1500 controllers
8.3.13 Yokogawa/Bacharach HGM refrigerant monitoring system
8.3.14 PI Process Book and Data link reports

8.4 Electrical Systems Integration and Services

8.4.1 Turn-key installations of Square D metering systems
8.4.2 Troubleshoot and configuration of power logic meters
8.4.3 Integration programming for Andover and PI historian as it relates to Square D system
8.4.4 Switchgear maintenance, troubleshooting and repair
8.4.5 Electro-mechanical motor starter maintenance, troubleshooting and repair
8.4.6 VFD maintenance

8.5 System Interface Configuration and Maintenance

8.5.1 Plain English programming of Andover control systems
8.5.2 Ladder logic programming of Allen Bradley PLC systems
8.5.3 Plant web site screens
8.5.4 ABB circuit breakers
8.5.5 TECO chillers to Andover
8.5.6 Carrier chillers to Andover
8.5.7 Aux boiler Rosemont GPC-1500 to iFix
8.5.8 Fiber-optic network between Cogen plant and facilities
8.5.9 Pi-Pi interface between Cogen and facilities
8.5.10 Andover - Allen Bradley Interface systems

8.6 Other

8.6.1 Provide solutions, weigh options and exhibit a clear understanding of university requirements
8.6.2 All recommendations, updates, and strategies must be communicated in clearly written formats utilizing a university approved change control system
8.6.3 Vendor will be responsible for ensuring current backups of all databases are maintained
8.6.4 Live economic models of the operations may be created and programmed into the operating systems.