



## University of Connecticut

REQUEST FOR PROPOSAL

**RFP KJ060509**

## UNIVERSITY CONTRACT

for

## Floor Maintenance for Gampel Pavilion and Guyer Gymnasium

Issue Date: June 5, 2009

**Mandatory Pre-Proposal Conference and Site Visit:  
Tuesday June 16, 2009 @10:00 AM (EDT)**

**Proposal Due Date: Thursday, June 25, 2009 @ 2:00 PM (EDT)**

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Firm's Name

**Issued by:** Kathleen Joy  
Assistant Director, Purchasing  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-4202  
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**SECTION 1  
INTRODUCTION**

**1.0 Scope:** The University of Connecticut (hereinafter referred to as the University) located in Storrs, CT is interested in receiving proposals from qualified and experienced vendors to perform routine maintenance, refinishing and repairs as needed to the Robbins Inc. Sport Flooring System located in Guyer Gymnasium and Gampel Pavilion. The successful firm will provide all labor, including supervision, tools, materials, equipment, licenses and incidentals required and/or implied for the complete and satisfactory performance of services at the required locations.

This Request for Proposal is part of a competitive procurement process, which helps to serve the best interests of the University of Connecticut. The Request for Proposal format is being used in this request rather than the "Request for Quotation". The "Request for Quotation" (bid) format is used when goods or services being procured can be precisely described. Price is generally the determining factor in the award. With a Request for Proposal, price may or may not be the determining factor. The award is made to the vendor whose proposal is determined to be the most advantageous to the University of Connecticut taking into consideration the evaluation factors set forth in the Request for Proposal.

In soliciting proposals, it is the University's intent to establish a University contract. The primary objective is to provide the University with a provider for floor maintenance services in specific locations as described in the RFP.

**1.1 Value:** The best estimate of any contract resulting from this solicitation may be valued at approximately **\$60,000.00 - \$75,000.00** annually. This range represents only the University's best estimate. The actual volume will depend solely on the University's needs. It is in no way a commitment by the University to expend any specific sum of money for the services identified herein.

**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 28,677 students. The Storrs campus has an enrollment of approximately 21,000 undergraduate and graduate students, including a resident undergraduate population of approximately 12,000 students. There are approximately 9,400 full and part-time faculty and staff.

**1.3 Contract Term:** The term of any contract resulting from this RFP will be one (1) year. By mutual written agreement of both parties, this contract may be extended for four (4) additional one (1) year periods or parts thereof. Such intent to renew shall be conveyed in writing by the Purchasing Department to the vendor sixty (60) days prior to the effective date.

**1.4 Schedule:** An award date is anticipated on or about August 1, 2009.

Estimated Timetable:

The following schedule will apply to this RFP:

Release of RFP	June 5, 2009
<b>Mandatory Pre-Proposal Conference</b>	<b>June 16, 2009 10AM</b>
Submission of RFP Due	June 25, 2009
Oral Presentations, if necessary	TBD (top ranked firms will be notified)
Anticipated Award Date	August 1, 2009

**SECTION 2  
GENERAL TERMS AND CONDITIONS**

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

- 2.0.1** Read and completely understands the RFP documents and attachments thereto.
- 2.0.2** Is familiar with the conditions under which services would be provided, including availability and cost of materials, equipment and personnel.

**2.1** **Receipt of Proposals:**

- 2.1.1** The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Storrs, CT 06269-6076 until 2:00 P.M. EDT, on **Thursday June 25, 2009**. Proposals will be opened, and only the names of the respondents will be read publicly. All information will be confidential until after review and action by the evaluation committee. **BIDDERS RESPONSE MUST CONTAIN ONE (1) HARD COPY WITH ORIGINAL SIGNATURES AND THREE (3) COPIES. RESPONSES MUST BE SENT IN A SEALED ENVELOPE OR PACKAGE AND MUST BE SENT VIA THE MAIL OR DELIVERY SERVICE. ELECTRONIC RESPONSES TO THIS RFP WILL NOT BE ACCEPTED!**
- 2.1.2** 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.
- 2.1.3** Each respondent will be solely responsible for the delivery of his or her proposal to the University at the place and before the time as specified above.
- 2.1.4** Unless otherwise noted in this document, all materials submitted in response to this RFP will 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.
- 2.1.5** 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 will mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted will 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.
- 2.1.6** A respondent will promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of the proposal documents.

**2.2** **Preparation of Proposals:**

- 2.2.1** Proposals will include an exact copy of the "Form of Proposal" included within these documents.
- 2.2.2** Proposals will indicate the full name of the respondent submitting the proposal and will bear the signature of the principal duly authorized to execute contracts on behalf of the Respondent. The name of each person signing the proposal will be typed or printed below the signature.
- 2.2.3** All erasures or corrections will be initialed by the person(s) signing the proposal.

- 2.2.4 The terms and provisions of this RFP and any contract resulting from this RFP will be construed in accordance with the laws of the State of Connecticut.
- 2.2.5 Any interpretation, correction, or change to this RFP will be made by a written addendum to all prospective vendors who are on record with the Purchasing Department as having received this RFP. Interpretations, corrections or changes to the RFP made in any other manner will not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections will be issued by the University Purchasing Department. Questions regarding this RFP will be submitted in writing and directed to:

Kathleen Joy  
Assistant Director, Purchasing  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076  
Fax: 860-486-5051  
Email: kathleen.joy@uconn.edu

Questions will be accepted either via e-mail at [lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu) or via facsimile to (860) 486-5051. **The closing date for questions will be June 18, 2009.**

- 2.2.6 Additional Charges – 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.
- 2.2.7 Addenda – All addenda will be mailed or delivered to all who are known to have received the RFP and posted on the University of Connecticut Purchasing Department and the Department of Administrative Services websites. No addenda will be issued later than five (5) 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.

### 2.3 **Format of Proposals:**

- 2.3.1 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 this RFP.
- 2.3.2 **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.

### 2.4 **Submittal of Proposals:**

An original and **three (3)** copies of each proposal shall be submitted in a sealed parcel addressed to The University at the address given above. The sealed parcel will further be identified with the name and address of the respondent and the designation “**SEALED PROPOSAL RFP NO. KJ060509, “Floor Maintenance for Gampel Pavilion & Guyer Gymnasium”**”. The closing date for receipt of proposals is **June 25, 2009 @ 2 PM (EDT)**.

**The complete response to this RFP will include:**

- Brief cover letter,
- Your proposal, addressing all points listed in SPECIFICATIONS (Section 3). Include with your proposal your firm's fee schedule(s) for additional work beyond the scope of that described in Section 3 which may become necessary during the term of the contract resulting from this RFP or renewal period(s).
- Complete cost for the required services, as outlined in Section 3 "Specifications".
- Bidders Qualification Form (Section 8)
- A comprehensive point-by-point response (Section 2.3) , and as described below\*
- CHRO, Contract Compliance Forms, completely filled out and signed,
- A completed "Non-Discrimination Certification" (See Section 2.31)
- Notarized, original applicable Affidavits; Gift & Campaign, Consulting, (See Section 2.28)
- Signature Authorization Documentation (See Section 2.29), and samples attached to this RFP.
- References (See Section 2.17 & Section 5),
- Certificate of Insurance,
- Bidder's Required Terms and Conditions, not in conflict with those of the State or University,
- Additional company information relating to qualifications.
- Certification of approval from Robbins Inc. Sport Flooring Systems/Egis Floorlife, LLC to install, refinish and maintain floor systems manufactured by them.

*\* All proposals will include a point-by-point response to this RFP. All terms and conditions must be acknowledged individually, referencing the section number with either acceptance of, or the bidder's exception to, each section. Exceptions must include details. Exceptions to terms and conditions may or may not be accepted by the University. Failure to respond to all points may be grounds for rejection of your proposal.*

**2.4.1 Pre-Proposal Conference and Site Visit:** A **mandatory** Pre-Proposal Conference and Site visit will be held as stated below. The purpose of the Pre-Proposal Conference and Site visit is to provide an opportunity for questions and answers as required, clarifying terms, conditions or specifications of the Request for Proposal. Respondents will also have an opportunity to visit the areas to be serviced, to take any measurements required and to ask any technical questions.

**Date/Time:** Tuesday June 16, 2009 @10A.M. (EDT)

**Location:** University of Connecticut, Purchasing Department  
2<sup>nd</sup> Floor Bid Room #200  
3 North Hillside Road  
Storrs, CT 06269

**Only those firms who have attended the mandatory pre-proposal conference may submit an offer to this RFP.**

**2.5 Confidential Information:**

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 which it believes is exempt from disclosure under the Act that 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.

- 2.5.1 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.
- 2.5.2 No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

2.6 **Modifications or Withdrawal of Proposals Will Be Executed As Follows:**

- 2.6.1 A proposal will not be modified, withdrawn or canceled by the respondent for a one-hundred and twenty (120) day period of time from the date assigned for the receipt of proposals as specified in paragraph 2.1.1 above and the respondent so agrees in submitting a proposal.
- 2.6.2 Prior to the time and date assigned for receipt, proposals submitted early will be modified or receipt withdrawn only by written notice to the University. The coordinator as identified in 2.2.5 shall receive such notice.
- 2.6.3 Modified 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.

2.7 **Formation of Agreement:**

- 2.7.1 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:
  - 2.7.1.1 Accept a proposal as written by issuing a written “Notice of Award” to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
  - 2.7.1.2 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.
- 2.7.2 Because the University **may** use the alternative described in 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.
- 2.7.3 The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
- 2.7.4 It is mutually agreed by and between the University and the firm that acceptance of the firms offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. **The University’s agreement format has been included for your review (See Section 6). No exceptions will be considered to Section 2 of the agreement format. This may be grounds for disqualification.**
- 2.7.5 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

**2.8 Presentations:**

As a part of the evaluation process, the University may require presentations from the highest ranked firms 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.

**2.9 Assignment:**

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

**2.10 Indemnification:**

The respondent 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 may incur or sustain by reason of the failure of the respondent to fully perform and comply with the terms and conditions of any contract resulting from this RFP.

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

**2.11 Delivery Requirements:**

The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, oft times resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Bidders are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

**2.11.1** Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**

**2.11.2** All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.

**2.11.3** It is required that deliveries to any dining facility loading dock be made utilizing a truck no larger than 24', and having no more than six (6) wheels. To facilitate other deliveries, it is imperative that delivery trucks have the capability to off load large quantities of pallets in short periods of time. *No trailers are allowed .*

**2.11.4** Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

**2.11.5** Drivers are required to shut off engines while making deliveries to loading zones.

**2.12 Insurance:**

**2.12.1** Respondents to this RFP will be required to submit a certificate of insurance executed by an insurance company licensed to do business in the State of Connecticut, which meet the following requirements.

**2.12.2** Workmen's compensations Insurance accordance with the requirements of the laws of the State of Connecticut.



**2.12.3** Public Liability Insurance in the amount of \$1,000,000.00.

**2.12.4** Property Damage Insurance in the amount of \$1,000,000.00.

**2.12.5** Auto Liability Insurance in the amount of \$1,000,000.00

**2.12.6** University shall be added as an additional insured (only upon award).

**2.13** **Contract Termination for Cause:**

**2.13.1** 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.

- The respondent will 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.
- If the respondent and the University reach an agreed upon solution, the respondent will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 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.
- If the mutually agreed solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

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

**2.14** **Termination for Convenience:**

**2.14.1** The University may terminate performance or work under the contract in whole or in part whenever, and if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

**2.14.2** The resultant contract will remain in full force and effect for the entire term of the contract period unless cancelled by the University, by providing the Contractor thirty (30) days written notice of such intention. If the University elects to terminate the contract pursuant to this provision, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

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

**2.15.1** The firm will be responsible for the acts and omissions 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.

**2.15.2** The firm will at all times enforce strict discipline and good order among the firm's employees and will not employ any unfit person or anyone not skilled in the task assigned.

**2.15.3** The firm and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentially will continue to be In effect even after the contract has been completed or terminated for any reason.

**2.16** **Promotion:**

Unless specifically authorized in writing by University Communications, on a case by case basis, the firm will have no right to use, and will 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.

**2.17** **References:**

The bidder will include a minimum of three (3) references for higher education institutions with which they have installed, refinished and/or maintained Robbins Inc. Sport Flooring Systems/Egis Floorlife, LLC floors of the same size and scope. These references will include the client name, telephone number, email, and contact person responsible for the project. Trade References will also be provided on the Bidders Qualification Form furnished with the proposal documents.

**2.18** **Proposal Pricing:**

Discounts offered will remain firm for the entire agreement, including any extensions. Pricing submitted with this RFP will remain firm for the initial term of the agreement. Thereafter, prices may be subject to revision, at yearly intervals and only on the anniversary extension date. Rate changes for the duration of this contract will only be considered when:

**2.18.1** When the University is notified of the increase a minimum of thirty (30) days prior to the effective date and,

**2.18.2** When the vendor provides the University with any and all documentation it may require to support the proposed rate increase and,

**2.18.3** When the increase conforms to an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, 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.

**2.19** **Taxes:**

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

**2.20** **Federal, State and Local Taxes, Licenses and Permits:**

The successful respondent(s) will comply with all laws and regulations on taxes, licenses and permits.

**2.21** **Waiver of Rights:**

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

**2.22** **Payment Terms:**

Payment terms will be 2% 15 net 45 days unless otherwise noted in the proposal response. Payment terms will be considered as an evaluation criteria. Terms other than those indicated above will be subject to University approval. If other terms are offered, they must be clearly indicated in the Form of Proposal (Section 7).

**2.23 Prior Course of Dealings:**

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

**2.24 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.

**2.25 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.

**2.26 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.

(c) 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.

**2.27 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.

## **2.28 Affidavits (Mandatory Submittal):**

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

## **2.29 Signature Authorization Documentation (Mandatory Submittal):**

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor’s behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.

Samples and further information are on the University of Connecticut Purchasing Department’s web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

**2.30 SEEC Requirements:**

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].

**2.31 Non-Discrimination Certification (Mandatory Submittal):**

"The Office of the Attorney General has approved the attached nondiscrimination certification form to assist executive branch agencies in complying with the State of Connecticut's contracting requirements, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142.

By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h."

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information.

**2.32 Whistle Blower Protection:**

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

**2.33 Standard Wage Rate:**

Contractors must comply with all provisions of Substitute Senate Bill No. 1056, **Public Act No. 99-142, An Act Setting Standard Wage Rates for Certain Service Workers**. Information regarding This Public Act and when it applies can be obtained from DOL's web site:

<http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>.

Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, Ct 06109-1114 (860) 263-6790 or his designated representative.

## SECTION 3 Specifications

### 3.1 Scope of Work:

The selected contractor will be a *certified* installer, refinisher and maintainer of Robbins Inc. Sport Flooring Systems/Egis Floorlife, LLC and show evidence of such by providing documentation from Robbins Inc. or Egis Floorlife LLC. as part of their proposal response. The successful vendor will be required to provide all services required below in Gampel Pavilion and Guyer Gymnasium (including the racquetball courts). The combined approximate square footage for all surfaces referenced in this RFP is 28,000 sq/ft., broken down as follows: Gampel Pavilion – 19,000 (approx.); Guyer Gymnasium – 9,000 (approx).

- 3.1.1 Bi-annually sand and refinish the Guyer Gym floor (including the racquetball courts) and the Gampel Pavilion floor. The service is to be done in May and December (at semester break). Two coats of finish will be applied.
- 3.1.2 Paint lines for NCAA regulation basketball and volleyball courts (normally every two years) at a time to be agreed upon. Logos will be painted when required (generally in Gampel only).
- 3.1.3 Provide floor repair services for normal wear and tear damage. Additionally, provide emergency floor repair services on an on-call, as required basis. Selected vendor will provide the University with 24/7; 365 contact number(s) for emergency services. Vendor's response time will depend on circumstances at the time of the emergency, but should in no case exceed four (4) hours.
- 3.1.4 Provide the University with three (3) written floor inspections per year; May, October, and January. These reports will cover the current condition of the floor, and recommended repairs (if required) or recommended maintenance procedures to be performed by University personnel as well as any other maintenance procedures that need to be performed by the vendor at that time. Vendor will also provide the University with a schedule of regular recommended maintenance to be done by the vendor and a schedule of maintenance procedures to be performed by University personnel. Additionally, the vendor will provide, at their cost, any formal training required for University personnel to care for the floor surface(s) in the interval between the maintenance performed by the vendor as part of the normal service of the floor surfaces.
- 3.1.5 The contractor will provide the University with a new warranty from Egis Floorlife LLC upon contract renewal each year. The warranty will guarantee that the floor will maintain a proper appearance, will not peel, and will perform as it did when the original floor was installed.
- 3.1.6 All materials used by the selected vendor in the maintenance and/or repair of all floor surfaces must be manufactured by BonaKemi. **NO SUBSTITUTES ARE ALLOWED.** This includes, but is not limited to, cleaning solutions, finishes, sealers, and game line and logo paints. All maintenance, repair and refinishing procedures must be in accordance with and carry the approval of Robbins Inc. Sport Floor Systems/Egis Floorlife LLC. No other procedures or products are allowed under any circumstance.

### 3.2 Contractor Status:

- 3.2.1 The contractor will not be an employee of the University, but will be an independent contractor. Nothing in this agreement will be construed as authority for the contractor to make commitments that will bind the University, or to otherwise act on behalf of the University except as the University may expressly authorize in writing.
- 3.2.2 Personnel used for the performance of this work will be properly trained and qualified for work of this type. The University reserves the right to refuse to accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work.

**3.3 Safety:**

The contractor will provide all necessary safeguards for safety and protection, as set forth by the State of Connecticut, the United States Department of Labor Occupational Safety and Health Administration.

**3.4 Quality of Workmanship:**

All work will be quality work performed according to the standards of the industry, and to the complete satisfaction of the University. The contractor will promptly correct any area of service, testing or inspection that has been determined to be unsatisfactory by the University, at no additional expense.

**3.5 Responsibility for Those Performing the Work:**

The contractor will be responsible for the acts and omissions of all the firm's employees and all subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor will at all times enforce strict discipline and good order among the contractor's employees and will not employ on the work site any unfit person or anyone not skilled in the task assigned. The contractor will dismiss incompetent or incorrigible employees from the project when so determined by the University, and such persons will be prohibited from returning to the work site without written consent from the University.

**3.6 Warranty:**

All services provided to the University will be fully and unconditionally guaranteed by the vendor. In addition to any other warranties in this contract, the Contractor warrants, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material or design furnished or workmanship performed by the contractor or any subcontractor or supplier at any tier.

**3.5 Work Site Conditions:**

Unless directed otherwise by the designated University representative, the contractor will:

**3.5.1** Perform work under this contract in such a manner as not to interrupt or interfere with the operation of activities within the buildings and surrounding University facilities.

**3.5.2** Store its apparatus, supplies, materials and equipment in an orderly fashion so as not to interfere with the progress of the contractor's work, the work of the University or any other contractor employed by the University.

**3.6 Work Site Damages:**

Any damage, including damage to finished surfaces, resulting from the performance of this contract will be repaired to the University's satisfaction at the contractor's expense, except such as may be directly due to the sole negligence of employees of the University.

**3.7 Parking on Campus:**

The vendor must make it's own provision for parking for the term of the contract. Contact Transportation and Parking Services at (860) 486-4930 to get details relating to this requirement.

**3.8 Equipment:**

The successful vendor will provide all equipment, supplies and special tools required to satisfy the requirements of this Request for Proposal.

**3.9 Mandatory Service & Support Requirements:**

**3.9.1** Bidder will currently be doing business as professional floor installer, refinisher and maintainer and will demonstrate that the company:

**3.9.1.1** Has engaged in business as a professional floor installer, refinisher and maintainer for a period of not less than ten (10) years.

**3.10 Ordering Procedure:**

Requests for services will be issued by a valid P/O number which must be obtained prior to performance of any services. All invoices, acknowledgements and any other correspondence must reflect the appropriate P/O number.

**3.11 Invoicing – UConn Main Campus, Branches and Extension Offices:**

Invoicing by the contractor for services performed will be done on a quarterly basis in arrears.

Invoices and inquiries regarding same will be directed to:

The University of Connecticut  
2111 Hillside Road, U-3078  
Storrs, CT 06269-3078  
Attn: Evan Feinglass

(860) 486-1258.

The successful vendor must be able to accept payment by:

**Conventional check**  
**EFT (e-invoicing)**



## **SECTION 4 EVALUATION**

### **4.0 Method of Award:**

A committee using a “point’s earned matrix” will evaluate each proposal. The Award will be made based on the total matrix scores as determined by the University. All firms, in submitting proposals, concur with this method of award and will not, under any circumstances, dispute any award using this method.

The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

### **4.1 Evaluation Criteria:**

The University will evaluate all proposals and select the firm(s) on the basis of the following:

- |              |  |  |
|--------------|--|--|
| <b>4.1.1</b> | Price  | <b><u>Maximum Points Available – 25 Points</u></b> |
| <b>4.1.2</b> | Demonstrated ability to provide the full range of services as outlined (Section 3) | <b><u>Maximum Points Available – 25 Points</u></b> |
| <b>4.1.3</b> | Ability to meet the requirements outlined in the specifications (Section 3)        | <b><u>Maximum Points Available – 25 Points</u></b> |
| <b>4.1.4</b> | References   | <b><u>Maximum Points Available – 25 Points</u></b> |

**Total Maximum Points Available – 100**

**SECTION 5  
REFERENCES**

Proposals should include three comparable institutions of higher education, where your organization is currently providing maintenance to, or has previously provided maintenance/refinishing services for, Robins Sport Flooring Systems/Egis Floorlife LLC floors. Please include name, title, telephone number and email address of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

References:

	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	_____
	Institution	Contact	Telephone No.
Reference #2	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	_____
	Institution	Contact	Telephone No.
Reference #3	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	_____

**SECTION 6**  
**AGREEMENT FORMAT**

**The terms and conditions should be reviewed very carefully to insure full responsiveness to this RFP.** The anticipated Sample Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addendum or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

Agreement to follow on next page.....

# University of Connecticut



## Purchasing Agreement for Floor Maintenance for Gampel Pavilion and Guyer Gymnasium

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut  
Purchasing Department  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076  
hereinafter "**University**"

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter "**Contractor**"

\_\_\_\_\_  
University Contract Administrator/Phone

\_\_\_\_\_  
Contractor Contact/Phone

### Section 1

#### DEFINITIONS (if any):

- A.
- B.
- C.

1.1. **Term:** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 **Effective Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

1.1.2 **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. **Brief Summary of Services:** Contractor will provide . . .

1.2.1 **Service Location:** Contractor will provide Services at/for the location(s) listed below:

1.3. **Maximum Amount Payable:** \$ \_\_\_\_\_

1.3.1 **Payment/Pricing Terms:**

1.4. **Detailed Contractor Responsibilities:**

1.4.1 **Responsibilities:** Contractor will provide the following Services:

1.4.2 **Deliverables/Methods:** Contractor will deliver to University . . .

1.4.3. **Work Schedule/Deadlines:** Contractor will provide Services by . . .

1.5. **University Responsibilities:** University will . . .

1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University\* [name/address]:

If to the Contractor\* [name/address]:

[Note: \*Any party may change its Notice information by giving written notice in accordance with this Section.]

## **Section 2 - State of Connecticut Required Terms and Conditions**

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.5. **Nondiscrimination.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
  - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
    - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which 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 workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and 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 relate to the provisions of this section and section 46a-56.
  - (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
  - (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
  - (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
  - (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.

- 2.6 Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 2.7. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 2.8. Termination for Cause. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
  - (a) If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
  - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement.
  - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
  - (d) The University shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
  - (e) Remedies Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, the University shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, the University may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
- 2.9. Termination for Convenience.
  - (a) The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
  - (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 1.1 unless cancelled by the University, by providing the Contractor \_\_\_\_ days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 2.10. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or

any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.11. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

2.12 Additional Required Contractor Signature Authority, Affidavits and Certifications.

- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: [http://www.ct.gov/opm/lib/opm/finance/psa/oag\\_nondiscrim\\_certification\\_080207\\_fillable\\_form.doc](http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc)

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**UNIVERSITY OF CONNECTICUT:**

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGO Approval**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### SEEC FORM 11

#### 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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."



SECTION 7

FORM OF PROPOSAL FOR  
RFP# KJ060509

“Floor Maintenance for Gampel Pavilion and Guyer Gymnasium”

Date: 6/25/2009

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

1. The undersigned proposer, in response to our Request for Proposal for Gampel Pavilion and Guyer Floor Maintenance, having examined the proposal documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the proposal documents:  
1. \_\_\_\_\_, 2. \_\_\_\_\_, 3. \_\_\_\_\_, 4. \_\_\_\_\_, 5. \_\_\_\_\_, 6. \_\_\_\_\_, 7. \_\_\_\_\_.  
Date            Date            Date            Date            Date            Date            Date
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of one hundred and twenty (120) days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of, or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from proposing; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to the acceptance of the offer.

7. Pricing:

- |     |  |                     |                   |
|-----|--|---------------------|-------------------|
| 7.1 | Cost for emergency service   | \$_____ per hour    | (M-F 8AM – 5PM)   |
|     |  | \$_____ per hour    | overtime          |
|     |  | \$_____ per hour    | weekends/holidays |
| 7.2 | Maintenance/Refinishing for Gampel Pavilion                          | \$_____ per quarter |                   |
|     |  | \$_____ per month   |                   |
| 7.3 | Maintenance/Refinishing for Guyer Gym (including Racquetball courts) | \$_____ per quarter |                   |
|     |  | \$_____ per month   |                   |

7.4 Total Project cost including labor, materials, and University personnel training.

\$\_\_\_\_\_ per quarter x 4 quarters =  
\$\_\_\_\_\_

\$\_\_\_\_\_ per month x 12 months =  
\$\_\_\_\_\_

**Firm:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Title:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**F.E.I.N. #:** \_\_\_\_\_ **Payment Terms:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**SECTION 8**

**BIDDER'S QUALIFICATION STATEMENT**

All vendors are required to file this form, properly completed, WITH THEIR RESPONSE. Failure of a vendor to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name \_\_\_\_\_.

2. How many years has this organization been in business under its present business name?

Years? \_\_\_\_\_.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service \_\_\_\_\_

Years? \_\_\_\_\_

5. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Joint Venture \_\_\_\_\_ Other \_\_\_\_\_ LLC

\_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

6. **Provide names** all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years	Years/supervisor	Telephone/Fax #'s
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

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(Attach additional sheet if necessary)

8. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

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9. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. \_\_\_\_\_ Attached      2. \_\_\_\_\_ N/A

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 2009

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**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-81i(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.

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**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 A 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)

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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.</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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 offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**PART IV - Bidder Employment Information**

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
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)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (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)
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NON-DISCRIMINATION CERTIFICATION

*(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I \_\_\_\_\_, \_\_\_\_\_ of  
(signer's name) (signer's title)  
\_\_\_\_\_, an entity lawfully  
(name of entity)  
organized and existing under the laws of \_\_\_\_\_, do  
(name of state or commonwealth)  
hereby certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by the governing body of \_\_\_\_\_  
\_\_\_\_\_, in accordance with all of its documents of governance  
(name of entity)  
and management and the laws of \_\_\_\_\_,  
(name of state or commonwealth)  
and further certify that such resolution has not been modified, rescinded or revoked, and is, at present,  
in full force and effect.

RESOLVED: That \_\_\_\_\_ hereby adopts as its  
(name of entity)  
policy to support the nondiscrimination agreements and warranties required under Connecticut  
General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act  
07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)



**STATE OF CONNECTICUT**  
**GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION – Form 1**

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell’s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

**GIFT CERTIFICATION:**

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	



**STATE OF CONNECTICUT  
CONSULTING AGREEMENT AFFIDAVIT – Form 5**

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

**INSTRUCTIONS:**

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date  
\_\_\_\_\_  
End Date  
\_\_\_\_\_  
Cost

Description of Services Provided: \_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency  
\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Vendor  
**Signature of Chief Official or Individual**  
\_\_\_\_\_  
Printed Name (of above)  
**Date**  
\_\_\_\_\_  
Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court  
or Notary Public**

**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.

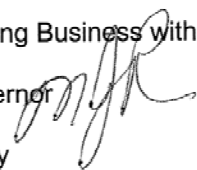
Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."



M. JODI RELL  
GOVERNOR

STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

**MEMORANDUM**

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

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

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

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

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

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

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

**UNIVERSITY OF CONNECTICUT**  
**DIRECTIONS TO PURCHASING**

**The North Parking Garage is closed beginning May 11 for repair/maintenance. Please visit the Department of Parking and Transportation Services for more information:**  
**<http://park.uconn.edu/index.php?module=parking>**

**Directions from Hartford to Purchasing**

1. Take **I-84 east** to **Exit 68**. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
2. Continue on **Rte 195 South**. It is about 7 miles to the Storrs UConn campus.  
(You will come to the intersection of Rte 195 and Rte 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rte 195 and Rte 44—this is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto **North Eagleville Road** (on your right at the corner is a church with a white steeple).
4. Proceed straight on North Eagleville Road until the **second traffic light**. At the second traffic light, turn right onto **North Hillside Road**. The building is on the left. There are several parking spaces available for visitors.

**Directions from Bradley Airport (Hartford) to North Parking Garage**

1. As you leave Bradley Airport, follow signs towards I-91 and take **I-91 South toward Hartford**.
2. From I-91 South, take **Exit 35A** onto **Rte 291 East towards Manchester**.
3. Rte 291 cuts across to I-84. Take **I-84 East towards Boston**.
4. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
5. FOLLOW # 2 THROUGH # 4 ABOVE “Directions from Hartford to Purchasing”

**Directions from New York City/New Haven to North Parking Garage**

1. From New York City, take **I-95 North to New Haven**. Then take **I-91 North towards Hartford**.
2. Just before Hartford, take **I-84 East towards Boston**.
3. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE “Directions from Hartford to Purchasing”

**Directions from Boston to North Parking Garage**

1. Take the **Mass Pike (Rte 90) West**.
2. Take the **Sturbridge Exit for I-84 towards New York City and Hartford**.
3. Continue on **I-84 West**. Take **Exit 68** off of I-84. Turn left at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE “Directions from Hartford to Purchasing”