



**The University of Connecticut Health Center
Farmington, CT**

**REQUEST FOR PROPOSAL
FOR
MOVE MANAGEMENT SERVICES**

**RESEARCH TOWER/400 FARMINGTON AVENUE
PROJECT NUMBER 901132**

**Issue Date:
August 14, 2009**

**Submission Due Date:
August 27, 2009, 2:00 PM**

**Issued By: Mary Kate Sullivan
Capital Project and Contract Administration
31 Ledoyt Road, Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-5004
Fax: (860) 486-1953**

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SECTION I

PROJECT DESCRIPTION

The University of Connecticut Health Center (UCHC) is currently in the process renovating 400 Farmington Avenue, Farmington CT. The existing building is a one story structure with a series of roof top mechanical monitors. The buildings occupied gross floor area is approximately 85,900 square feet. Occupancy is scheduled to take place in May 2010.

The project consists of new research and office spaces for the Stem Cell Core Lab, Center for Cell Analysis and Modeling, Department of Genetics and Developmental Biology, Neuroscience Department, Technology Incubation Program and the UConn R&D program. In addition to these research functions the program includes support spaces such as wet and dry labs, vivarium facility, conference rooms and the Center for Cell Analysis and Modeling data center. Approximately 160 people will be moving.

Goody Clancy of Boston, MA is the architect and FIP Corporation, Inc. of Cheshire, CT is the Construction Manager. Construction has begun and is approximately 25% complete. The substantial completion date is currently scheduled for April 2010. All departments will be relocated from UConn Health Center located at 263 Farmington Ave. to the newly renovated 400 Farmington Ave. building. New furniture design and installation oversight will be performed by Goody Clancy; furniture procurement will be by UConn. The moving vendor will be Nationwide Movers of Bloomfield, CT.

SCOPE OF BASIC SERVICES

Basic Services for the move management services necessary for the relocation to 400 Farmington Ave. shall be as follows:

A. Administration

1. Chair up to 10 (ten) bi-weekly move coordination and end-user meetings to ensure that the move dates are on target and establish accountability for all details.
2. Develop a schedule showing day-to-day events, tasks and milestones.
3. Coordinate with appointed move coordinators from each department.

B. Inventory

1. Prepare an inventory schedule of all existing furniture, laboratory and office equipment for each department including new items being purchased and installed by UCHC.

C. Voice & Data Coordination

1. Coordinate with UCHC IT and Telecom Departments any new equipment being purchased and installed by UCHC including the Center for Cell Analysis and Modeling data center relocation. The data center equipment that will be moved consists of 3 (three) UPS's, 3 (three) PDU's and 14 (fourteen) servers.

D. Furniture, Laboratory and Office Equipment Reuse

1. Review the inventory schedule with each department and prepare a re-use furniture and equipment plan and assign proposed locations of each item. CADD file floor plans of each department will be provided.
2. Identify existing furniture and equipment that may require special handling such as electronic microscopes and laser equipment.
3. Review inventory of existing furniture, laboratory and office equipment that is not scheduled to be moved to 400 Farmington Ave. with UCHC Materials Management.

E. Furniture Delivery & Installation

1. Incorporate in the schedule the packing, breakdown, special handling, delivery and installation of all existing furniture, laboratory and office equipment to be relocated.
2. Inspect for damage and prepare a punch list.

F. Voice & Data Cut-over

1. Coordinate with UCHC IT and Telecom Departments to insure network and voice systems have been fully tested and operational prior to the scheduled move dates.
2. Coordinate the disconnection and reconnection of the data center equipment.

G. Move Planning

1. Create and manage the employee "From / To" database to include voice/data extensions and other information.
2. Coordinate the labeling of existing furniture and equipment to be moved and remain.
3. Arrange with the moving vendor the delivery of all necessary moving labels, crates, bubble wrap and other required materials.

H. Employee Communications

1. Organize and conduct move meeting(s) with entire staff to review move procedures including packing, labeling, equipment disassembly and reassembly, computer relocation and other concerns.
2. Issue a move package to all employees showing the employee's new work area, written instructions on packing and labeling, a graphics sheet with similar instructions and a copy of the floor plan.
3. Generate a Welcome Package for each employee that will include information on building systems, requirements and hours of operation, security system information, and drawings of the facility.

I. Move Implementation

1. Reserve loading docks.
2. Perform pre-move damage inspection at both locations.
3. Ensure the moving vendor will provide proper building protection is in place. This may include Masonite floor covering, padded corner protectors, etc.
4. Supervise the physical move .

J. Post Move

1. Perform final walkthrough with UCHC staff, ensuring that everything has been moved and document any damage to either site .
2. Assist with resolution of any insurance claims.
3. Upon receipt of invoices, audit and review for accuracy, forward to UCHC for payment.

SECTION II

Pre-proposal Conference:

Interested firms may attend a non mandatory pre-proposal conference to give interested parties the opportunity to ask questions and participate in a walk-thru.

Date: August 20, 2009 at 3:00 PM

Place: University of Connecticut Health Center Main Lobby-In Front of the Information Desk

Address:263 Farmington Avenue, Farmington, CT 06030

Required Proposal Elements:

The proposal for this project shall include a technical section and fee section as outlined below:

Part One – Technical Qualifications/Experience:

The University is seeking submissions from qualified/experienced Move Management Service Firms who can perform the services described herein.

The technical submission shall include a detailed description of the general approach to the project. Complete resumes for each principal and relevant team member shall be included as part of the technical submission. The consultant selection committee will focus on current and prior experience in relocating research laboratories in a educational setting .

Please address the following items:

Letter of Transmittal: Include brief statement of firm's technical qualifications to complete this project including familiarity with similar projects.

Qualifications of Firm: Describe the overall qualifications of the firm including background in this field, the services that it provides and its specific experience in the last 5 years in conducting move management services relevant to the 400 Farmington Avenue move. Provide a minimum of 3 (three) completed projects of similar scope, size and complexity. The relevant project descriptions shall include the following:

- Project location and client
- Scope of work description
- Date of Completion
- Size of project in SF
- Example of a move schedule
- Description of your firms role
- List of current personnel involved in the project and brief description of their roles.

Qualifications and Responsibilities of Key Personnel: Describe the professional qualifications and responsibilities of the key personnel who will be assigned to the project including their experience on similar assignments and their specific responsibilities on the proposed project. Complete resumes for each team member shall also be included.

Project Approach: Prepare a narrative which clearly demonstrates your firm's understanding of the specific needs of the University and which concisely present a technical approach to completing the proposed scope of work.

References: Present five (5) references for whom the firm has performed similar project work within the past 5 years. Include the name, title, address and telephone number for each reference and description of duties.

Part Two - Provide Fee Matrix:

Fee submissions should be prepared using the fee matrix, attached.

The fee submission shall be a lump fee including reimbursable expenses and shall be all inclusive.

Each submission shall also include all inclusive hourly rates for each assigned type individual to be used as a basis for additional services.

SECTION III

Evaluation Process:

The University will base the acceptance on both the Part 1-Technical Qualification/Experience and Part 2- Fee sections of the proposal. Award will be based upon the emonstrated relevant experience with move management services with consideration of fee.

The University also reserves the right to reject any or all submissions, in whole or in part, to award any item, group of items, or the total submission, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interest of the University.

SECTION IV

Receipt of Submissions and Estimated Timetable:

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

Mary Kate Sullivan
Office of Capital Projects
& Contract Administration
University of Connecticut
31 LeDoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-5004
Fax: (860) 486-1953
mary_kate.sullivan@uconn.edu
<http://www.cPCA.uconn.edu/>

All requests for clarification must be in writing by Monday, August 24, 2009 and submitted on the request for information form attached.

Responses to all written requests will be posted on the University Office of Capital Projects and Contract Administration website: <http://www.CPCA.uconn.edu> as well as the DAS website at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

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

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

Requests for clarification by the University:

The University may request that any submitter clarify or supplement any information contained in the RFP. Submitters are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by the University.

Submission Format/Receipt of Request for Proposals

An original and six (6) copies of the **REQUEST FOR PROPOSALS** must be submitted in a sealed envelope / box and must be sent to:

Mary Kate Sullivan
Office of Capital Projects
& Contract Administration
University of Connecticut
31 LeDoyt Road Unit 3047
Storrs, CT 06269-3047

On or before 2 PM, local time, August 27, 2009, 2:00 PM

The complete Request for Proposals Submission must include:

Checklist

- ___ Letter of Transmittal
- ___ Qualifications of Firm & Key Personnel
- ___ Project Approach
- ___ References
- ___ Fee Matrix
- ___ All Inclusive Hourly Rates
- ___ Consulting Affidavit – Form 5
- ___ Bidder Contract Compliance Monitoring Report

At the specified time stated above, all submissions received as stipulated, shall be publicly opened and announced. However, due to the complexity of the submission process, only the names of the submitters will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee.

All submissions must be submitted in a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any submission that is not properly identified.

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

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

Qualifications of Firm:

A. Submissions will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing services in the areas identified in this RFP whose requirements are similar in size and scope to those of the University. Preference will be given to firms with such confirmed experience.

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

Definition of Terms

"Purchaser", "Buyer", "UConn"

The University of Connecticut

"University of Connecticut", or
"University"

"Bidder", Contractor", "Vendor"
"Seller", "Submitter" or "Firm(s):

Person, firm or corporation
presenting a submission to this RFP

"Coordinator"

Mary Kate Sullivan

Informal Communications:

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

- a) Requests from the submitters to any department(s) at the University, for information, comments, speculation, etc; and
- b) Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

Formal Communications:

From the date of receipt of this Request for Qualifications by each submitter until a binding contractual agreement exists, as noted above, communications between the University and the submitters will be formal.

Estimated Timetable:

The following schedule will apply to this RFP:

Closing Date for Inquiries – Monday, August 24, 2009

Submission of RFQs due – Thursday, August 27, 2009 at 2 PM

Anticipated Award Date – September 2009

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

ATTACHMENTS

University Request for Information (RFI) Form

Fee Matrix

Affidavits and Additional Documents

State of Connecticut Terms and Conditions

Sample Contract

MOVE MANAGEMENT SERVICES FOR THE RESEARCH TOWER/400 FARMINGTON AVENUE PROJECT NO:
901132 AT THE UNIVERSITY OF CONNECTICUT HEALTH CENTER, FARMINGTON, CT

LUMP SUM COSTS - TO BE SUBMITTED WITH PROPOSAL

Firm Name: _____

The move management services firm will provide a Lump Sum Price - Services with billing backup that is not to be exceeded without written owner approval as follows:

Project	Lump Sum Cost Not To Exceed
Move Management Services for the Research Tower/400 Farmington Avenue Project No: 901132 at the University of Connecticut Health Center The proposal shall consist of a lump sum fee including reimbursable expenses and shall be all inclusive. <i>*Please see Scope for further details.</i>	_____ \$ _____ (Numeric) _____ (Written)

Corporate Signature: _____

Written: _____

Date: _____



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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 Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public

**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 81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:(a) the bidder’s success in implementing an affirmative action plan;(b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;(c) the bidder’s promise to develop and implement a successful affirmative action plan;(d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and(e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders ___good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: 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.

BUSINESS AND FINANCIAL OPERATIONS: 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.

COMPUTER SPECIALISTS: 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

ARCHITECTURE AND ENGINEERING: 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.

OFFICE AND ADMINISTRATIVE SUPPORT: 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.

BUILDING AND GROUNDS CLEANING AND

MAINTENANCE: 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.

CONSTRUCTION AND EXTRACTION: 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..

INSTALLATION, MAINTENANCE AND REPAIR: 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.

MATERIAL MOVING WORKERS: 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.

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes__ No__ - DAS Certification Number _____
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? If no, please explain. Yes__ No__
	13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____ _____

STATE OF CONNECTICUT REQUIRED TERMS AND CONDITIONS

As an Agency of the State of Connecticut (a sovereign entity) the UNIVERSITY OF CONNECTICUT is governed by the following terms and conditions, which may not be modified, amended or deleted.

1. Statutory Authority. Connecticut General Statute §§ 10a-109a to 10a-109y provide the UNIVERSITY OF CONNECTICUT with authority to enter into contracts in the pursuit of its mission.
2. Claims. Should the Contractor have a claim against the University of Connecticut which has not been resolved by mediation, the Contractor's rights to assert its claim against the University of Connecticut shall be as are set forth in Connecticut General Statutes Section 4-61, if that statute is applicable. If C.G.S. Section 4-61 is not applicable, the Contractor's sole and exclusive remedy for the presentation of any claim against the University or the State of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State), and the Contractor agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
3. Indemnification. To the maximum extent allowed by law, the Contractor will indemnify and hold harmless the University and the State of Connecticut, their employees and agents, from any and all claims, liabilities, demands, damages, costs or expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any negligent act or omission of, willful misconduct, breach of the contract or breach of warranty by, or fault of, the Contractor or anyone for whom the Contractor is responsible in the performance of the contract. This indemnification will survive the completion of the project or termination of this contract to the maximum extent allowed by law. Nothing in this paragraph will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.
4. Insurance. The Contractor agrees that while performing Services 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, and at a minimum shall carry such insurance as specifically required under the contract. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
5. Ethical Considerations. The Contractor has certified that no elected or appointed official or employee or student of the UNIVERSITY OF CONNECTICUT has benefited, or will benefit financially or materially from the contracted Services. The UNIVERSITY OF CONNECTICUT may terminate this Agreement, if it is determined that gratuities of any kind were either offered to, or received by, any UNIVERSITY OF CONNECTICUT officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.
 - 5.1 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
 - 5.2 In accordance with the UNIVERSITY OF CONNECTICUT compliance program, the UNIVERSITY OF CONNECTICUT 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 the UNIVERSITY OF CONNECTICUT policies and procedures can report such matters anonymously. Such persons may also directly contact the UNIVERSITY OF CONNECTICUT's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526. As a provider of goods and/or Services to the UNIVERSITY OF CONNECTICUT, the Contractor is hereby required to notify its employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
7. Nondiscrimination. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Contractor. **The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:**
 - (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any 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, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor 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. 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. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, manager, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

- (b) For the purposes of this Section, "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.
- (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on 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.

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any 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. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a copy 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 subdivision (1) of this subsection. For the purposes of this

section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

- (b) 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.
8. Executive Orders. This Agreement 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 this Agreement 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. This Agreement 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.
9. 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.
10. Termination for Cause. UNIVERSITY OF CONNECTICUT 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 UNIVERSITY OF CONNECTICUT 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, UNIVERSITY OF CONNECTICUT reserves the right to terminate this Agreement.
- (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, UNIVERSITY OF CONNECTICUT reserves the right to terminate this Agreement.
- (d) UNIVERSITY OF CONNECTICUT 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, UNIVERSITY OF CONNECTICUT shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, UNIVERSITY OF CONNECTICUT may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
11. Termination for Convenience.
- (a) UNIVERSITY OF CONNECTICUT may terminate performance of work under this Agreement in whole or in part whenever, if for any reason UNIVERSITY OF CONNECTICUT shall determine that such termination is in the best interest of UNIVERSITY OF CONNECTICUT and/or the State of Connecticut.
- (b) This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by UNIVERSITY OF CONNECTICUT, by providing the Contractor written notice of such intention. If UNIVERSITY OF CONNECTICUT elects to terminate this Agreement pursuant to this provision, UNIVERSITY OF CONNECTICUT Representative 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.
12. 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.
13. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and UNIVERSITY OF CONNECTICUT 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 UNIVERSITY OF CONNECTICUT 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.

14. 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) UNIVERSITY OF CONNECTICUT, 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