UNIVERSITY OF CONNECTICUT

SUPPLEMENTAL REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT OVERSIGHT (PMO), CONSTRUCTION INSPECTION/OWNER’S REPRESENTATION SERVICES

COMPLETED RFQ APPLICATIONS WILL BE ACCEPTED UNTIL 2:00 PM, FEBRUARY 4, 2010. APPLICATIONS RECEIVED AFTER THE TIME AND DATE SPECIFIED SHALL BE RETURNED UNOPENED.

QUALIFICATIONS SHALL BE SUBMITTED IN THE MANNER SPECIFIED IN THE RFQ APPLICATION. RFQ APPLICATIONS MAY BE OBTAINED FROM THE UNIVERSITY OF CONNECTICUT CAPITAL PROJECTS AND CONTRACT ADMINISTRATION’S WEBSITE, www.c pca.uconn.edu. CLICK ON CURRENT PROFESSIONAL SERVICES OPPORTUNITIES.

PURPOSE: The purpose of this supplemental request for qualifications (RFQ) is to establish On-Call Contracts with technically qualified professional services firms and obtain the technical services as described below and further defined in the RFQ. The University of Connecticut is seeking professional services firms to provide on call project management services for a number of projects with a wide range in dollar value. The estimated duration of the assignment is for the period of time of contract execution to July 31, 2011.

PROGRAM DESCRIPTION:
Provide project management oversight, construction inspection, owner’s representation support to the University for Projects/Programs as assigned. Responsibilities may include project oversight and management for pre-construction, construction administration and construction activities, coordination of building inspections, scheduling, estimating, documenting and reporting. Provide technical assistance in budget development and documentation. Provide written reports as required for each project/program/assignment. Pre-inspect work completed for quality assurance and schedule building inspections as required. Maintain physical and electronic files for all project documents.

The assignment involves the successful professional services firm providing technical expertise and support in Project Management Oversight, Construction Inspection and/or Owner’s Representative Services for projects at the University of Connecticut through a competitive solicitation to those firms awarded an On-Call contract with the University. Assignments will be at the Storrs campus, Regional campuses, or the University of Connecticut Health Center in Farmington, CT.

The University shall determine the appropriate method for soliciting cost proposals for individual assignments / projects. The University reserves the right to reduce or extend the assignments as best fits the interests of the University. Each firm shall submit resumes for the proposed personnel for each RFP / Assignment issued by the University, along with their availability dates that shall also include: experience, past clients, past assignments, certifications, education, etc., for each RFP issued under this assignment.

The right is reserved to reject any or all Applications, and to waive any informality or technical defects if it is deemed to be in the best interest of the University.

Mary Kate Sullivan
Purchasing Agent II,
Capital Projects and Contract Administration
The University of Connecticut

Quality Based Selection
FOR

SUPPLEMENTAL REQUEST FOR QUALIFICATIONS FOR PROJECT MANAGEMENT OVERSIGHT (PMO), CONSTRUCTION INSPECTION/OWNER’S REPRESENTATION SERVICES

PROJECT NUMBER 011410MS

Issue date
JANUARY 14, 2010

Proposal Due Date:
FEBRUARY 4, 2010

Issued By: Mary Kate Sullivan
Capital Projects and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486- 5004
Fax: (860) 486-1953
APPLICATION
TO SUBMIT RESPONSES TO A
SUPPLEMENTAL REQUEST FORqualifications
FOR THE FOLLOWING ON-CALL SERVICE:

PROJECT MANAGEMENT OVERSIGHT (PMO), CONSTRUCTION INSPECTION/OWNER’S
REPRESENTATION SERVICES

DUE DATE: FEBRUARY 4, 2010 2:00 P.M.

UNIVERSITY OF CONNECTICUT
CAPITAL PROJECTS AND CONTRACT ADMINISTRATION
31 LeDOYT ROAD, UNIT-3047
STORRS, CONNECTICUT 06269-3047

FIRM NAME: ___________________________________________________

STREET ADDRESS: ________________________________________________

CITY, STATE, ZIP: ________________________________________________

PHONE: _________________________________________________________

FAX: _____________________________________________________________

E-MAIL AND/OR URL ______________________________________________

ORDER AND REQUIREMENTS OF APPLICATION SUBMITTAL WHICH CONSISTS OF THE FOLLOWING:
- APPLICATION PAGE
- ONE (1) ORIGINAL AND FOUR (4) COPIES
- LETTER OF TRANSMITTAL.
- CURRENT COMPLETE GSA FORM SF330, SPECIFIC TO THE SERVICE APPLYING FOR DEMONSTRATING SUCCESSFUL EXPERIENCE FOR THE SERVICES ON THIS APPLICATION.
- A/E/C SEAL DATA FORM WITH COPY OF REGISTRATION/LICENSE TO PROVIDE THE APPLIED FOR SERVICE IN THE STATE OF CONNECTICUT.
USE THE ABOVE WEB SITE TO CUSTOMIZE THE FOLLOWING AFFIDAVITS
FORM 1 GIFT AND CAMPAIGN CONTRIBUTION AFFIDAVIT
FORM 5 CONSULTING AGREEMENT AFFIDAVIT
FORM 6 AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY
- CERTIFICATION APPLICANT IS AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER
INTRODUCTION TO THE APPLICATION

The University of Connecticut welcomes your interest in responding to the Supplemental Request for Qualifications for Project Management Oversight (PMO), Construction Inspection/Owner’s representative Services for our On-Call Services Program. Firms selected for the on-call services program are notified by solicitation of a project by a request for proposal (RFP) or a combination of detailed qualifications and fee proposal. RFPs without specific qualification components are awarded based on lowest proposal.

PROGRAM DESCRIPTION:
Provide project management oversight, construction inspection, owner’s representation support to the University for Projects/Programs as assigned. Responsibilities may include project oversight and management for pre-construction, construction administration and construction activities, coordination of building inspections, scheduling, estimating, documenting and reporting. Provide technical assistance in budget development and documentation. Provide written reports as required for each project/program/assignment. Pre-inspect work completed for quality assurance and schedule building inspections as required. Maintain physical and electronic files for all project documents.

The University shall determine the appropriate method for soliciting cost proposals for individual assignments/projects. The University reserves the right to reduce or extend the assignments as best fit the interests of the University. The University shall perform an Assignment Performance Review every ninety (90) days throughout each assignment.

SCOPE OF SERVICES

Duties and Responsibilities may include:

1. Perform field quality control inspections.
2. Determine, document and manage required code related inspection/re-inspection with University Department of Environmental and Public Safety Building Inspector and Fire Marshal and Contractor/Subcontractor.
3. Coordinate with contractor to determine readiness of portion(s) of work to be inspected for code compliance; perform pre-inspections and; request inspection from University Department of Public and Environmental Safety Building and Fire Officials.
4. Coordinate Code and quality assurance inspections with Contractor and DPES.
5. Coordinate testing agencies for all Quality Control required tests and inspections.
6. Maintain reports of all tests, inspections and re-inspections required for code compliance and project quality assurance quality control requirements.
7. Prepare and maintain daily project inspection reports.
8. Coordinate with University Departments for site access and security.
9. Coordinate with University Environmental Health and Safety Department and monitor site safety in accordance with University Environmental Safety Requirements.
10. Coordinate with University Site Safety Inspection Consultant to ensure all safety recommendations required by said consultants are implemented in accordance with consultants field inspection report are implemented by Consultant.
11. Attend and monitor project meetings acting as University’s representative.
12. Maintain currency of University project tracking documents as related to quality control; quality assurance and code inspections and progress of work.
13. Monitor and document contractor performance, including project schedule and budget.
14. Evaluate pricing and validity for all change orders.
15. Coordinate with design professionals.
17. Document construction activities to code officials.
18. Ensure that construction activities comply with construction documents.
19. Monitor wage rate compliance.
20. Analyze and make recommendations to University on any issue which has the potential to impact project cost and/or schedule.
21. Ensure all code required certifications are completed by design professionals and contractors.
as required by codes and contract.

22. Ensure all project closeout documentation is received and complies with contract requirements.

23. Review and recommend approval of requests for payment.

24. Coordinate utility shutdowns with other contractors and University Departments.

25. Take weekly progress photographs.

26. Prepare weekly project report on a project by project basis to include budget analysis schedule analysis and risks analysis/assessment.

27. Construction administration duties.

28. Assess project requirements.

29. Develop cost estimates.

30. Develop and maintain project schedules.

31. Develop scopes of work for design and/or construction.

32. Coordinate and obtain approval of scopes of work from applicable code officials.

33. Coordinate design in order to obtain all necessary approvals.

34. Coordination with code officials to obtain approvals or modifications as required.

35. Acts as University’s representative.

36. Coordinate testing agencies in order to perform required tests.


39. Evaluate pricing and validity for all change order proposals.

40. Monitor and report on construction budget.

41. Review and monitor construction progress schedules.

42. Monitor and review submittal process.

43. Coordinate with Design Professionals.

44. Monitor contractor workplace safety.

45. Document construction activities to code enforcement officials.

46. Ensure that construction activities satisfy design intent.

47. Participate in dispute resolution process.

48. Other duties as required to complete the intent of the RFP.

THE ON-CALL SERVICES (TEMPLATE) CONTRACT:
The University has standardized the On-Call Contracts to achieve uniformity in their usage. The University reserves the right to modify the contract or wave any informality as it deems to be in the best interest of the University. By submitting a proposal the Contractor accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Contractor at any time will not be considered.

The dollar amount shall be for $1.5M for each of these services. Such amount represents an amount the University reasonably anticipates will not be exceeded over the life of the contract. However, in no event shall the contract dollar amount be construed as a guarantee of work or an obligation of the University to pay said dollar amount. The estimated duration of the contract is for the period of time of contract execution to July 31, 2011. Please do not sign the blank template contract included with this Application.

ALL INCLUSIVE HOURLY RATES

The University will provide office space, desks, copiers, office supplies and telecommunications equipment. The Consultant shall be responsible for providing computer equipment and support compatible with the University computing environment.

The hourly rates for all individuals shall be based on an all inclusive price per hour. The University will not pay or reimburse the Consultant for any costs or expenses that are not included in the requested hourly rate.
All inclusive hourly, weekly and monthly rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal cost, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication. Adjustments to all inclusive hourly, weekly and monthly rates are subject to University review and approval.

**A/E/C SEAL DATA FORM:**
Should the service for which you are applying require a license or registration, then you must submit the current Connecticut license or registration of the person or firm who will be in responsible charge of the work.

RFI’s: All requests for information must be received by 01/21/10 and must be sent to uconnpacebuyer2@uconn.edu. CPCA’s clarification response will be posted on our website where the RFQ is posted. It is the applicant’s responsibility to obtain the clarifications. No RFI’s will be directly replied to or phone calls returned.

Please use the APPLICATION page as the first page of your Application for both the original and on each of the four copies.

**INSTRUCTIONS TO APPLICANTS**

1. General

1.01 “Applicant”, as used in this Application means the actual legal entity or entities submitting and executing this Application in response to the Supplemental Request for Qualifications. The Applicant must be licensed to do business and must have professional staff licensed in the State of Connecticut.

1.02 Contents:

This Application contains: Request for Qualifications; Introduction to the Application; On-Call Services template Contract for the service for which you are applying; a form for providing a copy of the Connecticut Registration/License of the person and/or firm who would be expected to provide the professional service(s) for which this Application is being submitted; and the Cover Sheet which is required to be the first page of the original and the four copies of your Application.

1.03 Submittal:

Submission Format/Receipt of Proposal: An original and four (4) copies of TECHNICAL PROPOSAL PACKAGE must be submitted in a sealed envelope and must be sent to: Mary Kate Sullivan, Purchasing Agent II, Capital Projects & Contract Administration, 31 Ledoyt Road, Unit 3047, Storrs, CT 06269-3047

**On or before 2 p.m. Local time on Thursday, February 4, 2010**

**Applications Received after the Time and Date Specified shall be Returned Unopened**

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

This Quality Based Selection (QBS) will be a minimum of two part process. The first part will be the receipt & evaluation of all Technical (Qualifications & Experience) Proposals with the intent of developing a short list of qualified firms that possess the type of experience required in this document.

.1 PART ONE – QUALIFICATION / EXPERIENCE SUBMISSION

The University of Connecticut advises qualifiers to reflect upon the following prior to submitting their proposal:

- The University is a signatory to the President’s Climate Commitment and as such recommends that proposers demonstrate a similar commitment by eliminating redundancy, non-recyclable dividers, and irrelevant materials in their submission.
- Read and review the Scope of Services (SOS) carefully. Respond clearly and fully to evaluative criteria listed. Scoring is based upon this criteria – be clear about how work that is presented is relevant to this SOS.
- Organize your relevant experience to the SOQ in a manner that assists the reader in their evaluation process as most are very busy people.
- Provide information that is complete and transparent. If a proposed team member worked on a relevant project while at another firm, acknowledge it.
- Please note that all proposals shall be submitted utilizing the SF330 form. Please note that Section G, Key Personnel Participation in Example Projects, provides evaluators with a clear, visual presentation of the experience of the firms and the individuals proposed for the consultant team.

Applicants shall use GSA form SF-330 available at [http://www.gsa.gov](http://www.gsa.gov). The technical proposal shall address the following:

.02 TECHNICAL CRITERIA:

Letter of Transmittal – Include brief statement of firm’s technical qualifications to complete this project. Outline any sub consultants that you may wish to team with under the contract being sought.

Qualifications of Professional Firm – Within the SF330 form, describe the overall qualifications of the firm (and any sub consultants) including background in this field, the services that it provides and its specific experience in the last 5 years in providing such services as being solicited for.

Qualifications and Responsibilities of Key Personnel – Within the SF330, describe the professional qualifications and responsibilities of the key project team personnel who will be assigned to the contract including their experience on similar assignments and their specific responsibilities on similar on-call contracts.

References – Within the SF330, present five (5) references for which the firm has performed similar services within the past 5 years. Include the name, title, address and telephone number of each reference and description of duties. The past performance of projects will speak to the success and integrity of your firm.

.03 PART TWO HOURLY RATES:

The short listed firms will be requested to provide all inclusive hourly rates to be held for the period of the initial contract term. The University reserves the right to negotiate the rates submitted prior to final contract award and execution.

1.05 The University expressly reserves the following rights:
1. To reject any and all Applications and to waive any informalities, irregularities or technical defects in the Application if it is deemed to be in the best interest of the University.

2. To solicit, receive and/or utilize information from any persons or entities referenced or used as references, or from persons or entities having knowledge of the Applicant’s experience, abilities, past performance, integrity, financial status or any other definitive characteristics.

3. The submission of an Application shall constitute an express authorization by the Applicant to the University to obtain all information it deems pertinent.

2. Selection

2.01 Applicants will be evaluated in conjunction with the anticipated needs of the University and the information provided by the Applicants as well as any information obtained in follow up from references, persons, or other sources identified by the Applicant or otherwise known to the University. A committee will review the materials and at its sole discretion determine which Applicants will be “short listed” and which, if any, Applicants will be invited to present their credentials at an interview as well as which, if any, Applicants will be offered an On-Call Contract with the University.

2. Historically the University has favored firms with successful experience at Universities and other institutions having similar characteristics of work environment constraints and restrictions. Similarly, UCHC will have an interest in firms having successful experience at hospitals and other institutions having similar characteristics of work environment constraints and restrictions.

3. Applicants are hereby reminded that Joint Ventures or other associations should be clearly identified.

3. Notification

3.01 All Applicants will be notified of their status. Successful firms will be notified to provide their certificate(s) of insurance, and if not a sole Proprietorship, Form of Authorization indicating that the individual who is to sign the contract is duly authorized to enter into contract with the University.
A/E/C SEAL DATA FORM

Please supply all the information requested below. It is IMPORTANT that this information be EXACTLY CORRECT, or else significant delays in processing the Contract, of which this Form shall be a part, will result.

Name of Firm: ______________________________________________________________
(This name must be your exact legal entity!)

Mailing Address of Firm: ___________________________________________________
_________________________________________________________________

Project Number: ________________________________
Project Title: ________________________________

Firm is: ____Corporation ____Partnership ____LLC ____Sole Proprietor ____D/B/A
Name if D/B/A: ___________________________________________________

Paste or tape a copy of your A/E/C License/Registration here:__________________________

Sample of Corporate Seal or, if not a corporation, sample of A/E/C Seal, affix raised Seal here:__________________________

State of Connecticut corporate registration number (or if not a corporation, State of Connecticut A/E/C license/registration number of individual signing contract):__________________________ License Expiration Date:________
Registration Number:_______________________ Registration Expiration Date:________

I hereby certify that the above information is true and complete:

Signature __________________________ Title __________________________ Date signed __________________________
THE UNIVERSITY OF CONNECTICUT

Project Name: _________________________ Project Number: _________________________
RFI Deadline: January 21, 2010

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT

TO: The University of Connecticut. FROM: ________________________________

ATTN: Mary Kate Sullivan Proposal Contact: ______________
uconnpcabuyer2@uconn.edu Date: ______________

Specification Section: _____________

QUESTION (Please be specific): ___________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

NOTE #1: All questions must be submitted in writing before the prescribed RFI Deadline. No verbal questions will be answered.

NOTE #2: All questions must be submitted in writing on this RFI Form. All answers to RFI’s will be issued in a Bidder’s Clarification
STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT

CONTRACT FOR ON-CALL CONSULTANT SERVICES

________________________________________

CONTRACT NO. __________________

This contract is by and between _________________________, hereinafter called the "Consultant" and the University of Connecticut, hereinafter called the "University," acting herein by its Vice President and Chief Operating Officer, under the provisions of Sections 10a-109(a) to 10a-109(y) inclusive of the Connecticut General Statutes, as revised.

WITNESSETH, that the University and Consultant, in consideration of the mutual covenants herein contained, do hereby agree as follows:

I. GENERAL

A. TASK LETTERS – Each individual project under this contract shall be the subject of a separate Request for Proposals. Only Consultants selected as On-Call Consultants by the University through a prior process of requests for and submittals of Statements of Qualifications, a quality based selection process, and consideration of fee proposals, shall be eligible to submit a Proposal in response to the separate Request for Proposals. The scope of each project, duration of services, requests for the provision of certain services specified in Article IV and Article V, schedule of deliverables, and the total fixed-fee or not-to-exceed fee allowed will be included in Task Letters prepared by the Department for each project. Such Task Letters will be issued during the time period set forth in Article II. Each Task Letter will reference both a University project number and a task number specific to the project. The provisions of this contract shall govern all individual projects and Task Letters issued in accordance with this contract.

B. The Consultant will perform all its services in accordance with the generally accepted standards and practices of its profession, as defined by Connecticut law. The Consultant will not have any conflicts of interest. The Consultant will be held to the highest standard of conduct in the performance of its duties and must conduct itself so as to avoid even the appearance of any impropriety. The Consultant is prohibited from accepting gratuities of any kind from any persons seeking work associated with this contract. The Consultant will staff each project with experienced and competent personnel acceptable to the University. If the Consultant requires additional personnel to fulfill its obligations under this contract, it will provide such additional staff at no additional cost to the University.

C. The term “Department” as used in this contract will mean the University Department of Architectural and Engineering Services or in the case of a University of Connecticut
Health Center (“UCHC”) project or related task the UCHC Department of Campus Planning, Design and Construction, as applicable. The term “Director” will mean the Associate Vice President of Architectural and Engineering Services of the University of Connecticut or in the case of a UCHC project, its Associate Vice President of Campus Planning, Design and Construction.

D. The Consultant will consult with the Department to ascertain requirements of each project and consult with proper State authorities, code enforcement agencies, and authorities having jurisdiction to determine all applicable laws, Building and Fire Safety Codes, LEED Certification requirements, statutes, rules and ordinances. The Consultant will become informed as to, including, but not limited to, specific institutional conditions that might affect his/her contemplated work or the hours or season of its execution, use of adjacent areas and interruptions of institutional routine. The services furnished hereunder will reflect consideration of those conditions requiring safeguards and precautionary measures in excess of usual practice.

E. All documents prepared by the Consultant or any sub-consultant will be complete, coordinated and in full and strict compliance with all laws, Connecticut Building and Fire Safety Codes, LEED Certification requirements, statutes, regulations and ordinances, excluding zoning ordinances, at the time they are delivered to the Department. The Consultant will: (1) identify and research all laws, Connecticut Building and Fire Safety Codes, LEED Certification requirements, statutes, regulations and ordinances, excluding zoning ordinance review, applicable to the project; (2) perform all services in compliance therewith; and (3) ensure, represent, covenant and warrant that all documents and submittals will be and are in compliance therewith.

F. The Consultant will communicate with the Department through, and receive directions from, the Department's designated Project Manager for the project.

G. Should the Consultant require the services of sub-consultants at any time during the term of this contract, their names and qualifications will be submitted to the Department in writing for approval prior to their engagement on any project. Such sub-consultants will provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision.

H. Copies of all contracts with any sub-consultant will be supplied to the University within five (5) days of their execution.

I. The Consultant warrants, covenants and agrees that the Consultant and any sub-consultant retained by the Consultant will perform their services under this contract in accordance with the standards and practices of their respective professions as defined by Connecticut law, and that any documents, material or information supplied by the Consultant or such sub-consultant as required by the contract will be in accordance with the standards and practices of their respective professions.

J. Basic Services of the Consultant will include the services of all professional and technical disciplines needed to perform the services described herein whether performed by the Consultant or by sub-consultants hired by the Consultant. These services, and all services of the Consultant and its sub-consultants, will be performed according to generally accepted standards of professional practice and care as defined by Connecticut Law.
K. The key personnel of both the Consultant and its sub-consultants assigned to this contract and each project will be identified in writing and submitted to the Department, before the execution of this contract, and in response to each Request for Proposal for any individual project. Any change in personnel is subject to the Department's approval, which will not be unreasonably withheld. The Department may, at any time, require the replacement of any individual deemed unsuitable for this contract or any individual project.

L. The Consultant will provide all project administration services necessary to facilitate the orderly progress of each individual project, including supervision of the work of the Consultant's in-house personnel, direction of the Consultant's sub-consultants, coordination of information flow and decision making, and progress monitoring and reporting.

M. The Consultant acknowledges that it is essential that all sub-consultants’ services in connection with each individual project be coordinated. The Consultant will coordinate the services of all sub-consultants for each project, review and check all documents prepared for each project, and, when necessary, modify its work and arrange for the modification of the sub-consultants’ work.

II. CONTRACT TERM

The term of this contract will be from ____________ through _______________. No new projects may be assigned or Task Letter issued after the expiration of said period. All projects assigned during said period and for which a Task Letter has been issued will be allowed to continue to completion subject to all the terms and conditions of this contract as if they remain in full force and effect. The term of this contract may be extended in accordance with Article XXIV.

III. FEES AND PAYMENTS

A. CONTRACT FEE

(1) The maximum total cumulative fee allowed the Consultant under this contract will not exceed ______________________________________ and 00/100 Dollars ($_________), unless modified by a written supplemental agreement in accordance with Article XXIV. There is, however, no guaranteed minimum amount under this contract, nor is the University obligated to assign projects which will completely exhaust this maximum cumulative amount. Said fee includes all costs of living, per diem expenses, transportation and communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant’s duties under this contract, unless express written notification to the contrary is received from the Department. When 75% of the fee has been expended, the Consultant will notify the Department in writing of the amount of work completed to that date. Said notification will include an itemization of all fees that have been paid to the Consultant pursuant to the work.

(2) If at any time during the term of any project assigned under this contract the University should require the Consultant to make any substantial change in the size or scope of the work that will necessitate the Consultant to perform substantial unanticipated and additional services and prepare additional documents, the Consultant will prepare such additional documents and make changes as required for which it will be entitled to fair and equitable compensation. The Director will determine the amount of such compensation...
and the manner of payment in accordance with the provisions of this contract. Hourly rates used for any task assigned under this contract will remain unchanged for the term of this contract. If at any time during the term of this contract the University should request the Consultant to reduce the scope of services originally agreed upon for any task assigned under this contract, the Consultant will then reduce said scope of services, as requested, and the Consultant’s fee for such project will be reduced by a fair and equitable amount determined by the Director.

B. PROGRESS PAYMENTS

For each individual project which is the subject of a Task Letter, the University will make progress payments. Before the first progress payment becomes due, the Consultant must prepare a breakdown of its fees specified in the Task Letter in a manner acceptable to the University, which breakdown will be used to determine the amounts of the progress payments to be made. Before each payment is made the Consultant must furnish proof of the quantity, value, and delivery of services. All materials and work covered by progress payments will be the sole property of the University. Progress payments do not relieve the Consultant of its responsibility for all materials and work for which payment has been made or for the restoration of any damaged work. Progress payments do not waive the right of the University to require fulfillment of all contract terms and conditions. If for reasons including, but not limited to, incomplete scope or complexity of the task, a fixed fee for an individual project which is the subject of a Task Letter cannot be determined by the Director, the University will compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. A pre-approved hourly rate will not exceed a reasonable rate, as determined by the Director, taking into consideration the skills and experience of the person providing the services. Hourly rate payments will be made in accordance with the terms and conditions of each Task Letter. Pre-approved hourly rate payments will only apply for the period of time that the person is gainfully employed on projects assigned under this contract. Requests for payment will be submitted on properly prepared University invoice forms with attachments showing actual hours worked, hourly rates applied, and any allowable additional direct costs included in the invoice forms. The Consultant will certify in writing that each amount invoiced is both accurate and commensurate with the work performed for the University under this contract. The University reserves the right to periodically audit the Consultant’s financial and project records.

IV. SCOPE OF SERVICES

The Consultant agrees to furnish the services as required herein and as set forth in “Schedule A” which is attached hereto and made a part hereof, and as set forth in the Task Letter for each individual project. All such services as may be set forth in this Contract or applicable Task Letters issued to the Consultant in accordance with Article I.A will be under the direction of the Director or such other representative of the University.

V. ADDITIONAL OR SPECIAL SERVICES

A. No changes or adjustments will be made in the maximum total fee as set forth in Article III as a result of the performance of additional or special services unless the Director has authorized in writing the change or adjustment in fee in accordance with Article XXIV.
B. **Additional Services.** For additional services of the Consultant or any of its sub-
consultants, the University shall compensate the Consultant for services rendered under
this contract on the basis of pre-approved hourly rates for the personnel assigned to
perform the services. The hourly rates shall be determined in accordance with the
97-1 dated November 21, 1996, which letter is incorporated herein by reference and made
a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a
pre-approved hourly rate shall not exceed a reasonable rate for additional services as
determined by the Director and as authorized in writing in accordance with Article XXIV
of this contract, taking into consideration the skills and experience of the person providing
the services. When pre-approved hourly rates are applicable, the University shall be
responsible for payment for overhead and profit, as set forth in OPM General Letter No.
97-1. Monthly requests for payment shall be submitted on properly prepared invoice
forms with attachments showing actual hours worked, pre-approved hourly rates applied,
and any allowable additional direct costs included in the statement. The Consultant shall
certify that each amount invoiced is both accurate and commensurate with the work
performed for the University under this contract.

C. **All Inclusive Hourly Rates.** The hourly rates for all individuals shall be based on an all
inclusive price per hour and are attached hereto as Schedule B. The University will not
pay or reimburse the Consultant for any costs or expenses that are not included in the
requested hourly rate.

The University will require an assignment management review every 90 days on each
individual assignment that is awarded and contracted under this contract. The Consultant
will be provided with 30 days written notice regarding any changes in the assignment and
any requirement to change, increase or reduce personnel.

The Consultant will be expected to develop and submit, for University review, acceptance
and approval, a written proposal covering the scope, cost, terms and conditions regarding
each proposed assignment.

All inclusive hourly rates include, but are not limited to, base salary, fringe and other
benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time,
training, holidays, sickness, medical, lost time, general and corporate supervision and
management expenses, overhead charges or expenses, legal costs, consumables,
accounting costs and profit, all costs of living, per diem expenses, transportation,
communication, including cellular communication and laptop computer for document
management and written communication. Adjustments to all inclusive hourly rates are
subject to University review and approval.

D. **Special Services.** If, in the opinion of the University, any service is required that is not
usually furnished in the type of consulting practice applicable to this Consultant and that is
not included in this contract, either expressed or implied by the nature of the service, then
the University shall in writing, pursuant to Article XXIV, authorize the service and the
related cost. The Consultant’s written selection of any service provider retained under this
article is to be submitted for approval by the University. The Consultant shall adequately
support, in writing to the University, its recommendations as to its selection of any such
service provider. Any registered consultants retained under this article shall provide
evidence of their competence by affixing their seals on any work prepared by them or under their supervision. The University shall reimburse the Consultant for the cost of any services provided under this article and in addition shall also pay the Consultant five percent (5%) of such cost, or such other percentage deemed reasonable by the Director, for overhead and profit. When the Consultant requests the need for any additional services provided under this article there shall be a minimum of three (3) written bids obtained and forwarded to the University for approval.

VI. OWNERSHIP OF WORK

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract will become the exclusive property of the University, and that the University will have the right to immediate possession and use thereof. The University agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Consultant. Such consent will not be withheld provided the University agrees that upon any alterations of the Consultant’s documents by others, or upon reuse of the documents for any other project, the Consultant will be relieved by the University of any and all responsibility arising out of such alterations or reuse or in connection therewith. The provisions of this article will survive the termination of this contract and will thereafter remain in full force and effect.

VII. INSURANCE

The Consultant for the duration of this Contract, including any extension of the original Contract term, must carry insurance to protect the interests of the University and the State of Connecticut. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this article, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:
   a. Workers' Compensation: Statutory limits
   b. Employers' Liability:
      Bodily injury by accident: $100,000 each accident
      Bodily injury by illness: $100,000 each employee
      $500,000 policy limit

2. Commercial General Liability:
   Combined single limit: $1,000,000 each occurrence
   $2,000,000 annual aggregate

3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):
   Combined single limit: $1,000,000 each occurrence
   $1,000,000 annual aggregate

4. Umbrella Liability: $5,000,000 each occurrence following form

5. Professional Services Liability Insurance: The Consultant will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with $1,000,000.00 minimum coverage for negligence and errors and omissions. If any claims are
made against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of $1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the project. For policies written on a “Claims Made” basis, the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. The Consultant will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Consultant’s policy will provide coverage for the Consultant’s obligation under Article XVI of this contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney’s fees) to the extent caused by or resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this Contract.

All required insurance policies will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers’ liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this article will be filed with the University prior to the time this Contract is executed on behalf of the University.

VIII. NONPERFORMANCE

If the Consultant does not fulfill or complete its services in a timely and adequate manner, the University reserves the right to withhold monetary payments to the Consultant until such time as the work is brought up to date in an adequate manner. The amount withheld will be determined by the Director. If the University is harmed by the Consultant’s nonperformance, the University will be granted fair and equitable compensation by the Consultant as determined by the Director. The University has the right for inspection on demand of the Consultant’s products. The University will accept only those products that meet reasonable professional standards.

IX. SUSPENSION OF THE WORK

A. The University, at any time, may suspend all or any part of the services of the Consultant with respect to this contract or any individual project which is the subject of a Task Letter. In such event, the Consultant will be given three (3) days’ notice of such suspension in writing in accordance with Article XXII. The mailing of such notice will preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.

B. In the event of suspension by the University as noted above, the Consultant will be entitled to such compensation as the University will deem reasonable.

C. Should the University reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Consultant pursuant to this contract will be applied as payment on the fees for the work as
set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the University may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.

D. In the event the University decides to suspend any work under this contract, the University will become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.

E. If the Consultant should be unwilling or unable to perform the services required by this contract at the time the University desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract will become the property of the University and the University will have the right to immediate possession and use thereof.

X. TERMINATION OF CONTRACT

A. The Director may terminate this contract or any Task Letter issued for any individual project whenever he determines in his sole discretion that such termination is in the best interest of the University. The contract or any Task Letter may be terminated in whole or in part at any time, either for the University’s convenience or as a result of the failure of the Consultant to fulfill its contract obligations, by delivery to the Consultant of a written notice of termination. The notice of termination will be sent in accordance with Article XXII. Upon receipt of such notice, the Consultant will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the University all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials will become the property of the University.

B. If the termination is for the convenience of the University, the Consultant will be entitled to receive reasonable compensation for services already satisfactorily performed and accepted. No amount will be allowed for anticipated profit on unperformed services. The Director will determine the amount of such compensation.

C. If the termination is for reason of failure of the Consultant to fulfill its contract obligations, the University may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Consultant will be liable to the University for any reasonable, additional costs assessed to the University.

D. If after notice of termination for failure of the Consultant to fulfill its contract obligations it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the University. In such event, the Consultant will be entitled to reasonable compensation provided in Paragraph B of this article.

E. If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract will be considered terminated. In the event of such termination, the Consultant's estate will be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the University will have title to, and will have the right to immediate use and possession of, all finished and unfinished documents prepared under
this contract. The Director will determine the amount of such payment.

F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

XI. SUCCESSORS AND ASSIGNS

The Consultant will not assign, sublet, or transfer any rights under or interest in this contract without the written consent of the University. No assignment will release or discharge the Consultant from any duty or responsibility under this contract. The Consultant will be responsible to the University for acts and omissions of its own employees and any of its service providers and their employees.

XII. FORCE MAJEURE

If the performance of obligations under this contract or under any Task Letter issued for any individual project is 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 Consultant, then each party’s obligations to the other under this contract or the Task Letter for any individual project, as applicable, shall be excused and neither party shall have any liability to the other under or in connection with this contract. Irrespective of the occurrence of any of the foregoing events or circumstances, the Consultant will take reasonable measures to mitigate any damage caused thereby.

XIII. WAIVERS

All conditions, covenants, duties, and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party will not be construed as a waiver, nor in any way limit the legal and/or equitable remedies to that party.

XIV. SEVERABILITY

If this contract contains any unlawful provisions not an essential part of the contract and which appear not to have been a controlling or material inducement to the making hereof, the same will be deemed to be of no effect, and will, upon the application of either party, be stricken from this contract without affecting the binding force of the contract as it will remain after omitting such provisions.

XV. CONNECTICUT SALES AND USE TAX

The University is a tax-exempt institution. The Consultant will be familiar with the current regulations of the Department of Revenue Services. A Sales Tax Certificate is available from the Purchasing Department upon written request.

XVI. INDEMNIFICATION AND CLAIMS.

A. To the maximum extent allowed by law, the Consultant 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
On-Call Consultant Services Master Template
Template Last Revised 12/14/09

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 Consultant or anyone for whom the Consultant 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 Consultant 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.

B. Each party to the contract assumes full responsibility for any liabilities, claims, demands (including costs and expenses) that may be made of anyone for injuries, including death, to persons or damages to property or any act or omission by that party resulting from acts or omissions of the party, its employees or servants.

C. In the event of any disputed claims between the parties under the Contract, the parties agree to submit the disputes to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties are not successful in resolving the dispute through the mediation within thirty days of the submittal to mediation, then the parties may pursue such other legal remedies as are available to them under Connecticut law or statutes.

D. Should the University have a claim against the Consultant which has not been resolved by mediation, the parties agree that the University shall have the option of either prosecuting the claim against the Consultant in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

E. Should the Consultant have a claim against the University which has not been resolved by mediation, the Consultant’s rights to assert its claim against the University 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 Consultant’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 Consultant 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.

XVII. CONFIDENTIALITY OF DOCUMENTS

A. The Consultant agrees on behalf of the Consultant and the Consultant’s principals, employees, agents, heirs, successors and assigns that they will only utilize drawings, specifications, maps, reports, records or other documents to the extent necessary for the performance of the Consultant’s work and duties under this contract. This limitation on use applies to those items produced by the Consultant, as well as to those items received by the Consultant from the University or others in connection with the Consultant’s work and duties under this contract.

B. The Consultant further agrees that said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole
purpose of the work described in this contract, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted without the prior written consent of the University.

C. The Consultant further agrees that the following provision will be included in its contracts with sub-consultants:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract work will only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract, or as required under the Connecticut Freedom of Information Act. No other disclosure will be permitted without the prior written consent of the University. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they will be destroyed.

XVIII. HAZARDOUS MATERIALS

Unless otherwise agreed, the Consultant and Consultant’s sub-consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

XIX. REPRESENTATIONS OF PROJECT

The Consultant is hereby specifically cautioned that unless specifically authorized, in writing, by the University’s Vice President of Administration and Operations Services, on a case by case basis, the Consultant will have no right to use, and will not use, in any manner, 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 Consultant’s work product or services.

XX. THIRD PARTIES

Nothing contained in this contract will be deemed to create a contractual relationship between any third party and the University or the Consultant, or be deemed to give any third party any claim or right of action against the University or the Consultant which does not otherwise exist without regard to this contract.

XXI. RECORDS

A. Records of reimbursable expenses, and services performed on an hourly basis, will be kept on the basis of generally accepted accounting principles, and will be available to the Department's authorized representative at mutually convenient times.

B. The Consultant will permit the University or its duly authorized representative to examine and copy books and records of the Consultant relative to charges for additional services, alleged breaches of contract, settlement of claims, or any other matter involving the Consultant’s demand for additional compensation from the University. The Consultant will also permit
such examination and copying of its records as the University may deem necessary, excepting papers and records preceding the execution of the contract that are not a matter of record with the University, in order to determine that the Consultant has complied with all laws and regulations pertaining to the contract, such as but not limited to Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

C. The Consultant further agrees that it will keep all records relating to this contract until the expiration of three (3) years after final payment under this contract is made, or six (6) months after settlement of any disputes, whichever may be later.

D. The Consultant further agrees that it and its subcontractors or sub-consultants will permit the University, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this contract.

XXII. NOTICE

All notices, demands or requests provided for or permitted to be given pursuant to this contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if sent by 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* Capital Project and Contract Administration, University of Connecticut, 31 LeDoyt Road, Unit 3047, Storrs, Connecticut 06269-3047.

If to the Consultant *

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

XXIII. CONFLICTS/INCONSISTENCIES

In the event of any inconsistencies within or between any parts or provisions of this contract, any Schedule, Exhibit or Attachment to this contract, any Task Letter or any applicable standards, codes or ordinances, the Consultant will (1) provide the better quality or greater quantity of services or (2) comply with the more stringent requirement; either or both in accordance with the Department’s interpretation.

XXIV. AMENDMENTS TO CONTRACT OR TASK LETTER

Any changes to this Contract or an existing Task Letter will only be made by written Amendment executed by both parties, and approved by the Office of the Attorney General, to the extent required.

XXV. GENDER NEUTRAL PROVISION

The language of the contract is intended to be gender neutral. Thus whenever the terms “he”, “she”, “his”, “her”, “it”, or similar term is used such terms will be considered to mean “he”, “she” or “it”, “his”, “her”, or “its” or other such gender neutral phraseology.
XXVI. CONNECTICUT LAW

It is agreed that this contract will be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

XXVII. ETHICS AND COMPLIANCE HOTLINE

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

XXVIII. NONDISCRIMINATION AND EXECUTIVE ORDERS

A. References in this section to "Contract" shall mean this contract and references to "Contractor" shall mean the Consultant.

(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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (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 sections (a) and (b) 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; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and 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.

(i) For the purposes of this entire Non-Discrimination section, “Contract” or "contract" includes any extension or modification of the Contract or contract, “Contractor” or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

B. This 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 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 contract as if they had been fully set forth in it. At the Consultant’s request, the University will provide a copy of these orders to the Consultant. 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.
XXIX. CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts 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 contract expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) attached as Exhibit A.

XXX. LARGE STATE GOVERNMENT CONTRACTS

If the Consultant is a large state contractor, the Consultant will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

A. “Large state contract” and “Large state contractor” will have the same meanings as set forth in Section 4-61dd(g) of the Connecticut General Statutes, as may be revised.

B. Each contract between a state of quasi-public agency and a large state contractor will provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars ($5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

C. Each large state contractor will post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

XXXI. ENTIRE AGREEMENT

No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this contract.
IN WITNESS WHEREOF, the University, acting herein by its Vice President and Chief Operating Officer, under the provisions of Sections 10a-109(a) to 10a-109(y) inclusive, of the Connecticut General Statutes, as revised, and the Consultant have executed this Contract.

Attested by: University of Connecticut

__________________________________
By: Barry Feldman,
Its Vice President and Chief Operating Officer
Statutory Authority
C.G.S. Section 10-109a to 10a-109y

Date Signed: ______________________

Witness:

_____________________________
(Printed/typed name)
Its _____________________, Duly Authorized

Date signed: ____________________

Witness:
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, will 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, will 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, will result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:
"State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.
"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.
Purpose:
The University of Connecticut is authorized to retain on-call _______________consultants to work on the projects described below.

Project Description:
____________________Services – Line Item _____

______________Services: The Consultant will provide ___________ services, including but not limited to, . . .

Contract Documents
The Consultant shall fully perform the services described in, and in accordance with, the Contract Documents, including the following:

1. The University of Connecticut’s CONTRACT FOR ON-CALL CONSULTANT SERVICES, as executed by the University and the Consultant.
2. This Schedule ‘A’ dated _______________.
4. University of Connecticut Proposal Clarification #1 dated _______________.