

BID CLARIFICATION #2

June 14, 2007

DUE DATE: June 28, 2007
TIME: 2:00 p.m.
PROJECT: Program Verification, Planning and Pre-design
Basketball Practice Facility
PROJECT NO: RFP SG53107
LOCATION: University of Connecticut
Capital Projects & Contract Administration
31 LeDoyt Road
Storrs, CT
Attn: Steve Grange
(Sealed Bids)

NOTE: The Bid Due Date is Thursday, June 28, 2007

Please note the following change and clarification must be incorporated into your proposal for the above RFP.

Question and answer

1. Are the costs of surveys, Geotech, etc. required in the fee proposal for the Pre-Design Phase that you are soliciting for at this time as indicated in Section 2.1, paragraph 3? **Bidders to allow \$5000.00 for services.**
2. The bid due date is now 6/28/07

The University of Connecticut Bid Submission Requirements:

- All bidders must submit (return) this bid clarification with their proposal.
- **All bidders must initial the bottom of each page attesting to the fact that you have reviewed, read, understood, and accepted the information and terms and conditions within, without exception.**
- **YOUR BID PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE AND MAY NOT BE REVIEWED FOR FAILURE TO SUBMIT ALL OF THE ABOVE DOCUMENTATION (ALONG WITH ANY OTHER DOCUMENTATION DETAILED IN THE BID DOCUMENTS AND SPECIFICATIONS)**

Bid Clarification Distribution:

- All bid awards must be approved by the University of Connecticut.
- After review of all factors, terms and conditions, including price, the University of Connecticut reserves the right to reject any and all proposal, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the University of Connecticut.

University of Connecticut

Steve Grange
University Specialist

BID CLARIFICATION #1

June 8, 2007

DUE DATE: June 21, 2007
TIME: 2:00 p.m.
PROJECT: Program Verification, Planning and Pre-design
Basketball Practice Facility
PROJECT NO: RFP SG53107
LOCATION: University of Connecticut
Capital Projects & Contract Administration
31 LeDoyt Road
Storrs, CT
Attn: Steve Grange
(Sealed Bids)

NOTE: The Bid Due Date is Thursday, June 21, 2007

Please note the following change must be incorporated into your proposal for the above RFP.

1. Change to scope of work, 1.2, page 3. Last sentence – Now reads

The successful firm for this RFP (pre-design phase) will not be allowed to participate in future RFP's for this project.

The University of Connecticut Bid Submission Requirements:

- All bidders must submit (return) this bid clarification with their proposal.
- All bidders must initial the bottom of each page attesting to the fact that you have reviewed, read, understood, and accepted the information and terms and conditions within, without exception.
- YOUR BID PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE AND MAY NOT BE REVIEWED FOR FAILURE TO SUBMIT ALL OF THE ABOVE DOCUMENTATION (ALONG WITH ANY OTHER DOCUMENTATION DETAILED IN THE BID DOCUMENTS AND SPECIFICATIONS)

Bid Clarification Distribution:

- All bid awards must be approved by the University of Connecticut.
- After review of all factors, terms and conditions, including price, the University of Connecticut reserves the right to reject any and all proposal, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the University of Connecticut.

University of Connecticut

Steve Grange
University Specialist

The University of Connecticut

REQUEST FOR PROPOSALS

Released: 1 June 2007

Proposal Due Date: 21 June 2007 at 2 PM

Project No. SG53107

Project Name: PROGRAM VERIFICATION, PLANNING AND PRE-DESIGN BASKETBALL PRACTICE FACILITY UNIVERSITY OF CONNECTICUT, STORRS CAMPUS.

PROJECT DESCRIPTION:

Program verification, planning and pre-design for a basketball practice facility at the University of Connecticut, Storrs Campus.

Scope of Services

The University previously completed Athletics' facilities master plan that confirmed the need for a Basketball Practice facility for the Women's and Men's Division I Basketball Programs. The University now desires to build on that work to include additional final site planning, program verification, pre-design schematics and preliminary costing for the project.

Scope of Work

The product of this scope of work will be project manuals that are in sufficient detail to allow project design to be completed. (Note: Design firms will be selected through separate processes). The University may preclude the successful firm in this pre-design phase from participating in future design RFP's for this project.

Description of Project

The following is a general scope of the project. Attachment 2 is a copy of the preliminary program document.

1. Basketball practice courts of sufficient number and area to allow for two simultaneous practice sessions and side areas for individual practice. Minimum spectator seating.
2. Office space for Men's and Women's Basketball programs
3. Locker Room facilities – the locker room facilities may also serve as game day lockers. This will depend on the ultimate location in relationship to Gampel Pavilion
4. Training Rooms
5. Weight rooms

The Gampel Pavilion will continue to be the game venue. It is desirable, but not mandatory that some connectivity be maintained between Gampel and the new facility. There will not be any shared facilities between the two programs. Each program will have its own identity within the building.

Proposals must be postmarked or hand delivered no later than 2:00 PM on 21 June 2007.

INTERESTED FIRMS MUST CONTACT THE OFFICE OF CAPITAL PROJECTS AND CONTRACT ADMINISTRATION FOR A COMPLETE COPY OF THE REQUEST FOR PROPOSAL PACKAGE:

Stephen R. Grange, C.P.M.
University Specialist
31 LeDoyt Road, Unit 3047
Storrs, CT 06269-3047
860-486-8040 (p)
860-486-1953 (f)
Stephen.Grange@uconn.edu



The University of Connecticut

REQUEST FOR PROPOSAL

No. SG53107

**PROGRAM VERIFICATION, PLANNING AND PRE-DESIGN
BASKETBALL PRACTICE FACILITY
UNIVERSITY OF CONNECTICUT, STORRS CAMPUS.**

Proposal Due Date:

June 21, 2007

**Issued By: Stephen R. Grange, C.P.M.
University Specialist
Capitol Project and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8040
Fax: (860) 486-1953**

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REQUIRED FORMS AND INSTRUCTION:

The following forms **must** accompany the bid response to be considered complete and compliant:

- Form of Proposal
- Bidder Contract Compliance Monitoring Report
- Gift Affidavit
- Consulting Affidavit
- Campaign Affidavit
- SEEC Form 10
- Summary of State Ethics Laws Acknowledgement
- References
- Exception to any University term or condition

SECTION 1

1.1 **Purpose:**

The University previously completed Athletics' facilities master plan that confirmed the need for a Basketball Practice facility for the Women's and Men's Division I Basketball Programs. The University now desires to build on that work to include additional final site planning, program verification, pre-design schematics and preliminary costing for the project.

1.2 **Scope of Work:**

The product of this scope of work will be project manuals that are in sufficient detail to allow project design to be completed. (Note: Design firms will be selected through separate processes). The University may preclude the successful firm in this pre-design phase from participating in future design RFP's for this project.

1.3 **Description of Project**

The following is a general scope of the project. Attachment 2 is a copy of the preliminary program document.

1. Basketball practice courts of sufficient number and area to allow for two simultaneous practice sessions and side areas for individual practice. Minimum spectator seating.
2. Office space for Men's and Women's Basketball programs
3. Locker Room facilities - the locker room facilities may also serve as game day lockers. This will depend on the ultimate location in relationship to Gampel Pavilion
4. Training Rooms
5. Weight rooms

The Gampel Pavilion will continue to be the game venue. It is desirable, but not mandatory that some connectivity be maintained between Gampel and the new facility. There will not be any shared facilities between the two programs. Each program will have its own identity within the building.

1.4 **SPECIFIC PROJECT TASKS**

1. Expand on the previous planning and accomplish the following.
 - a. Discussions with Athletic Department Officials to verify program
 - b. Conduct visits of three (3) recently constructed basketball practice facilities. (Proposal to include allowance for travel cost)
 - c. Prepare trip report of visits
 - d. Review preliminary master plan site
 - e. Develop specific program requirements
 - f. Propose specific sites

- g. Identify utilities support requirements and available utilities to satisfy demand
- h. Develop conceptual plans including preliminary elevations
- i. Develop project cost estimates
- J. On Site Presentations
- k. Draft and Final reports
 - 1. Program manual
 - 2. Preliminary Schematics
 - 3. Renderings of possible building

SECTION II

2.1 COST OF PROPOSAL:

The University will not provide office space, desks, copiers, office supplies and telecommunication equipment.

The proposal shall be a lump proposal and shall be inclusive of all non labor supplies, equipment and communication. The successful proposer shall base their costs on delivery of one bound and one reproducible ready copy of all reports and submittals.

The proposal shall include all additional services, survey, geotechnical, etc that would be required to make a final site selection.

Your proposal shall include detailed descriptions of your process and the required number of meetings and what support services are required from the University.

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

The University may choose to interview firms as part of the selection process, however, the proposer' should not assume that this will be done. The technical and cost proposal shall be "STAND ALONE" documents and may be the sole basis of selection. All questions relative to this shall be sent to Capital Projects and Contract Administration for response. No University personnel will be available for individual responses or site visit.

2.2 SCHEDULE:

A draft of the study will be required within four months of the acceptance of the proposal. Proposer will be given one month to complete the final program manual.

2.3 PROPOSALS:

The proposal for this project shall include both a technical proposal and cost proposal as outlined below.

2.4 TECHNICAL PROPOSAL:

The technical proposal shall include a detailed description of the general approach to the project. Complete resumes for each principal shall be included

as part of the proposal. The selection committee will focus on demonstrated design and planning experience in the University environment with a major focus on current experience with recently constructed similar facilities. Therefore, please address the following items:

1. Recent (last 5 years) successful new construction of division one women's and men's basketball practice facilities..
2. Past experience of key members of the team on the projects itemized in 1.
3. Experience with cost and budget control.

Additionally, the proposer can recommend supplemental work tasks that would aid the University in solving the specific needs.

SECTION III

3.1 **Letter of Engagement:**

A draft Letter of Engagement will be required before a contract is finalized with the apparent awarded bidder or bidders.

SECTION IV

4.1 **Proposal Content:**

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

Services:

- 4.1.1 A description of what strategies would be used to help the University meet its goals, as outlined in the Scope of Work. Be specific.

What can your firm offer to the University, in the areas outlined in the Scope of Work, that other firms could not.

Experience:

- 4.1.2 A detailed description of successful new construction of division one Women's and men's Basketball practice facilities.
- 4.1.3 Provide an overview of the proposed staffing arrangement including technical resumes and other pertinent information on all specific staff who would actively participate in project effort should Bidder's proposal be accepted. In particular, the University is interested in the expertise of Bidder's staff in similar projects.
- 4.1.4 Furnish information on the senior person(s) who will be the University's contact. Include a detailed description of the individual's experience in providing these services.
- 4.1.5 Detail what percentage of each individual's time would be spent working on the University account.
- 4.1.6 Identify the firm's resources that could be called upon to advise on issues unique to a public higher education.
- 4.1.7 Provide examples of previous engagements with clients where a comparable Scope of Work was undertaken. Include names, addresses, telephone numbers and e/mail addresses of, at a minimum, three clients who can speak to Bidder's involvement and expertise.
- 4.1.8 Identify any litigation or professional disciplinary action that might adversely affect the firm's ability to establish and fulfill a multi-year arrangement.
- 4.1.9 Provide an executive summary highlighting the key elements listed above.

4.1.10 The firm should have prior experience with,
Cost and budget control.

4.2 **Statement of Fees:**

For each proposal submitted, a statement of fees associated with the services is requested, along with a delineation of the number of hours and associated hourly cost recommended for each staff level; e.g. manager, senior manager, partner, other staff levels.

All prices offered in response to this proposal shall remain fixed for the term of the contract.

SECTION V

EVALUATION PROCESS:

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

The award will be made to the most responsive Bidder offering the best value and with the highest total matrix scores as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the Firm's response to the following criteria: The University reserves the right to base award on proposal presentation and subsequent Interviews

Evaluation Criteria:

- | | | |
|----|--|-------------------|
| A. | Organizational Experience of Firm: | 10 points |
| | 1. Ability to successfully achieve the goals and objectives identified within the content of the RFP. | |
| B. | Demonstrated Experience: | 35 points |
| | 1. A minimum of three references that demonstrate a history of experience in successfully providing identified services especially to large public research institutions with similar in size and scope to those of the University of Connecticut. | |
| | 2. Experience of Staff committed to the contract. Areas of experience desired are public research universities who have are similar to those identified in the Scope of Work and Description of Project. | |
| | 3. Recent (last five years) successful new construction of division one women's and men's basketball practice facilities. | |
| | 4. Experience with cost and budget control. | |
| C. | Qualifications | 30 points |
| | 1. Depth of client base for responsible office or firm | |
| | 2. Firm's capability to staff, manage identified areas of interest. | |
| | 3. Absence of litigation or professional disciplinary action with probable adverse effects. | |
| D. | Proposal pricing | 25 points |
| | Total maximum points available: | 100 points |

SECTION VI

6.0 Receipt of Proposals and Estimated Timetable:

6.1 Receipt of Proposals

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

Stephen R. Grange, C.P.M.
University Specialist
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8040
Fax: (860) 486-1953

All requests for clarification must be in writing seven (7) days before the bid opening date. Subsequently, the University's response to any request for clarification, together with a copy of the written request, will be provided contemporaneously by the University to all known parties receiving this RFP.

Responses to all written requests will also be posted on the University Office of Capitol 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 Bidder or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

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

6.2 Requests for clarification by the University

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

6.3 Submission Format/Receipt of Proposal

An **original and six (6) copies** of the proposal must be submitted in a sealed envelope or box to:

Stephen R. Grange, C.P.M.
University Specialist
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8040
Fax: (860) 486-1953
Reference RFP No. SG53107
"Pre-design Basketball practice Facility"

On or before 2 p.m. Local time, June 21, 2007

At the specified time stated above, all proposals received as stipulated, shall be publicly opened and announced. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.

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

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.

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

6.4 Informal Communications:

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

- a) Requests from the Bidders 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.

6.5 Formal Communications:

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

- a) Oral Presentations, if required

6.6 Estimated Timetable:

The following schedule will apply to this RFP:

Release of RFP - 5/31/07
Closing Date for Inquiries - 6/14/07
Submission of RFP due - 6/21/07
Oral Presentations, if necessary - 7/07
Anticipated Award Date - 8/1/07

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

6.7 The complete response to this RFP **must** include:

- An exact copy of the "Form of Proposal" included herein,
- A comprehensive point-by point response to all items listed herein, where applicable
- Bidder Contract Compliance Monitoring Report
- Gift Affidavit - Form 1A
- Consulting Affidavit - Form 5
- Campaign Affidavit - Form 2A
- Summary of State Ethics Laws - Form 6A
- SEEC form 10 - Attached
- References
- Any Exceptions to Terms and Conditions

SECTION VII

7.0 GENERAL TERMS AND CONDITIONS

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

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

7.2 Additional information related to Receipt of Proposals

- A. Any proposal received after the time and date specified for receipt of proposals shall not be considered and shall be returned unopened via regular mail.
- C. Each respondent shall be solely responsible for the delivery of his or her proposal to the University at the place and before the time as specified above.
- D. Unless otherwise noted in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the respondent.
- E. The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University would be served thereby. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified, upon request, after a binding contractual agreement between the University and the selected respondent exists, or after the University has rejected all proposals.
- F. A respondent shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of the proposal documents.
- G. Proposals are treated as confidential by the University until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information that it believes is exempt from disclosure under the Act, respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

7.3 Preparation of Proposals

- A. Proposals shall include an exact copy of the "Form of Proposal" included within these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be written in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- B. Respondents shall provide a written, itemized list of any exceptions to this RFP with their proposal.
- C. Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts on behalf of the Respondent. The name of each person signing the proposal shall be typed or printed below the signature. Further, all required documents as noted further in this document shall also be signed by the principal duly authorized to make such determination for the firm.
- D. All erasures or corrections shall be initialed by the person(s) signing the proposal.
- E. The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut. All deliveries hereunder shall comply in every respect with all applicable laws of the Federal Government and/or State of Connecticut.
- F. Any interpretation, correction, or change to this RFP shall be made by a written addendum to this contract. Interpretations, corrections or changes to the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department. Questions regarding this RFP shall be submitted in writing and directed to:

Stephen R. Grange, C.P.M.
University Specialist
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8040
Fax: (860) 486-1953

- G. Additional Charges - All additional charges must be included in the proposal prices. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.
- H. Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP and posted on the websites previously cited. No addenda shall be issued later than seven (7) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP. Bidders who download the bid from one of the websites noted herein are encouraged to check the website(s) regularly to determine whether any addenda have been issued.

7.4 **Format of Proposals**

- A. Proposals **must include** a point-by-point response to this RFP, where required. Each such response must be cross-referenced to the correspondingly numbered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples, which are provided to support responses, shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.
- C. **Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant.** The University reserves the right to request additional information if clarification is needed.

7.5 **Submittal of Proposals**

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

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

- A. A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 6.3 above and the respondent so agrees in submitting a proposal.
- B. Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University prior to the designated date and time for receipt of proposals as provided in paragraph 6.3 above.
- C. Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

7.7 **Formation of Agreement**

- A. The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:
- Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
 - Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

- B. Because the University may use the first alternative described above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- C. The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
- D. The contract, when duly executed, shall represent the entire agreement between the parties.

7.8 **Presentations/Interview**

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

7.9 **Qualifications of Firm**

- A. Proposals will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing construction design 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. Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- C. The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

7.10 **Assignment**

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

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

7.11 **Indemnification**

The respondent agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees, which the State may incur or sustain by reason of the failure of the respondent to fully perform and comply with the terms and conditions of any contract resulting from this RFP.

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

7.12 **Contract Termination for Cause**

- A. The University may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract.
- The respondent shall have ten (10) days to reply to the Notice to Cure, indicate why the contract should not be terminated, and recommend remedies to be taken.
 - If the respondent and the University reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.
 - If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- B. The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination.

7.13 **Responsibility of Those Performing the Work**

- A. The firm shall be responsible for the acts and omissions of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.
- B. The firm shall at all time enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- B. The partner and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason.

7.14 Insurance Requirements:

The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

1) **Worker's Compensation Insurance:**

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

2) **Public Liability Insurance:** \$1,000,000.00

3) **Property Damage Insurance** \$1,000,000.00

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

7.15 Promotion

Unless specifically authorized in writing by University Communications, on a case by case basis, the firm shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the seal of the University: (A) in any advertising, publicity, promotion, nor (B) to express or to imply any endorsement of contractor's products or services; nor (C) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (A) or (B) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

7.16 Contract Provisions by Reference

It is mutually agreed by and between the University and the respondent that acceptance of the respondent's offer by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in this RFP except as amended in the purchase order.

7.17 Taxes

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

7.18 Federal, State and Local Taxes, Licenses and Permits

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

7.19 Waiver of Rights

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

7.20 Prior Course of Dealings

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

7.21 Choice of Law and Venue

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

7.22 Executive Orders of the Governor:

- A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to

contract performance in regard to listing all employment opening with the Connecticut State Employment Service.

C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:

(a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

(e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

D. Any Agreement subsequent to this RFP is subject to **Executive Order No. 7B of Governor M.Jodi Rell, promulgated on November 16, 2005**. The Parties to said Agreement, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board ("the Board") may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or
 - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.

7.23 **Mandatory Affidavits:**

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

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

Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations.

These mandatory affidavits can be found at:

[http://www.opm.state.ct.us/policies.htm#Office Secretary](http://www.opm.state.ct.us/policies.htm#Office%20Secretary), scrolling to the Section entitled “Office of the Secretary”. They can be completed online, printed and submitted with the bid response.

Your proposal response must include the following original, notarized affidavits to be considered complaint:

- "Gift Affidavit" - Form 1A
- "Campaign Contribution Affidavit" - Form 2A
- "Annual Contract Affidavit" - Form 4
- "Consulting Affidavit" - Form 5
- "SEEC" - Form 10 - Attached
- "Acknowledgement of Receipt of Summary of State Ethics Laws" - Form 6A

7.24 State Elections Enforcement Commission (SEEC) Requirements

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 in page 32 of this bid solicitation.

7.25 Definition of Terms

"Purchaser", "Buyer", "UConn"
 "University of Connecticut", or
 "University"

The University of Connecticut

"Bidder", "Contractor", "Vendor"
 "Seller", "Proposer" or "Firm(s)"

Person, firm or corporation
 submitting proposal to this RFP

"Coordinator"

Stephen R. Grange, C.P.M. or
 Other authorized University Purchasing
 Department personnel

**PART VIII
FORM OF PROPOSAL**

TO: University of Connecticut
Capitol Projects and Contract Administration
31 Ledoyt Road, Unit 3047
Storrs, CT. 06269-3047

1. The undersigned bidder, in response to our Request for Proposal to provide planning and pre-sign services for the Basketball Practice Facility, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide these services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto, for the fixed price of \$ _____ . Additional services, over and above those defined in this RFP and in the proposal attached hereto, will be invoiced in accordance with the schedule of fees also attached hereto.
2. Bidder acknowledges receipt of the following bid clarification which are a part of the bidding documents: _____.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

PHONE #: _____ **FAX #:** _____

F.E.I.N. #: _____

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

- 1) Definition of Small Contractor

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

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

(Page 2)

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)

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

(Page 3)

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__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	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 employment 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? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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ATTACHMENT A

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

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved;(2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of a Contractor's good faith efforts shall include but not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

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

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2)) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes

(b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals. Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. 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.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

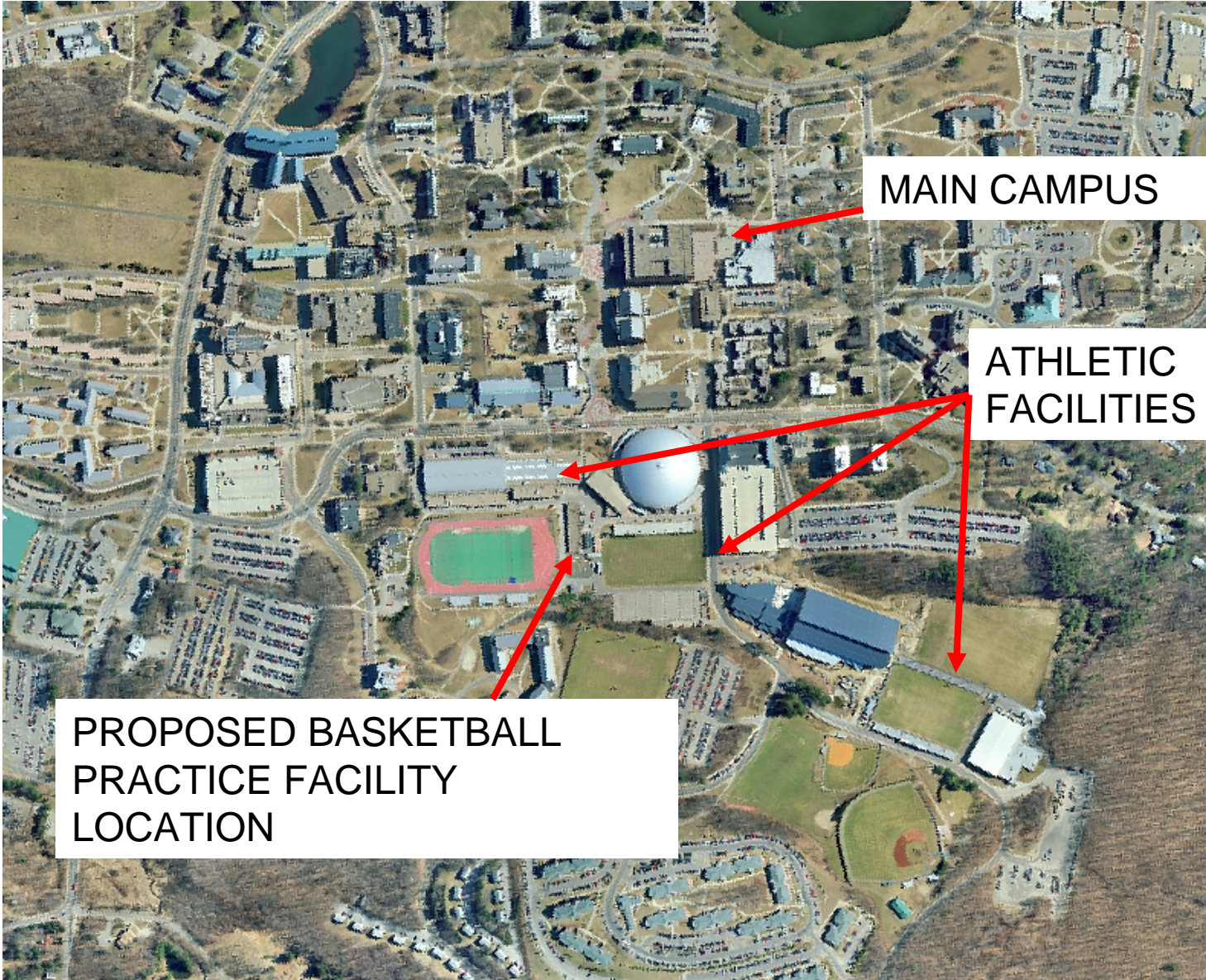
"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for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

Program Draft															
UCONN Athletic Facility Master Plan															
Basketball															
Classification/Space Description	Existing Facilities			Recommended Program			Existing Facilities			Recommended Program			Notes		
	Field House	Units	SF	Subtotal	Units	SF	Subtotal	Gampel	Units	SF	Subtotal	Units		SF	Subtotal
Short Term Improvements															
Total Net Square Footage			0			0			0			0			
Classification/Space Description	Existing Facilities			Recommended Program			Existing Facilities			Recommended Program			Notes		
	Field House	Units	SF	Subtotal	Units	SF	Subtotal	Gampel	Units	SF	Subtotal	Units		SF	Subtotal
Long-Term Improvements															
1.	Build new indoor practice facility with practice courts only.		0			0									Possibility exists to renovate existing recreation facilities, if recreation vacates premises.
2.	update finishes at existing locker rooms		0			0									
Total Net Square Footage			0			0			0			0			

UNIVERSITY OF CONNECTICUT

BASKETBALL PRACTICE
FACILITY, OFFICES AND
LOCKER ROOMS

CONTEXTURAL SETTING



MAIN CAMPUS

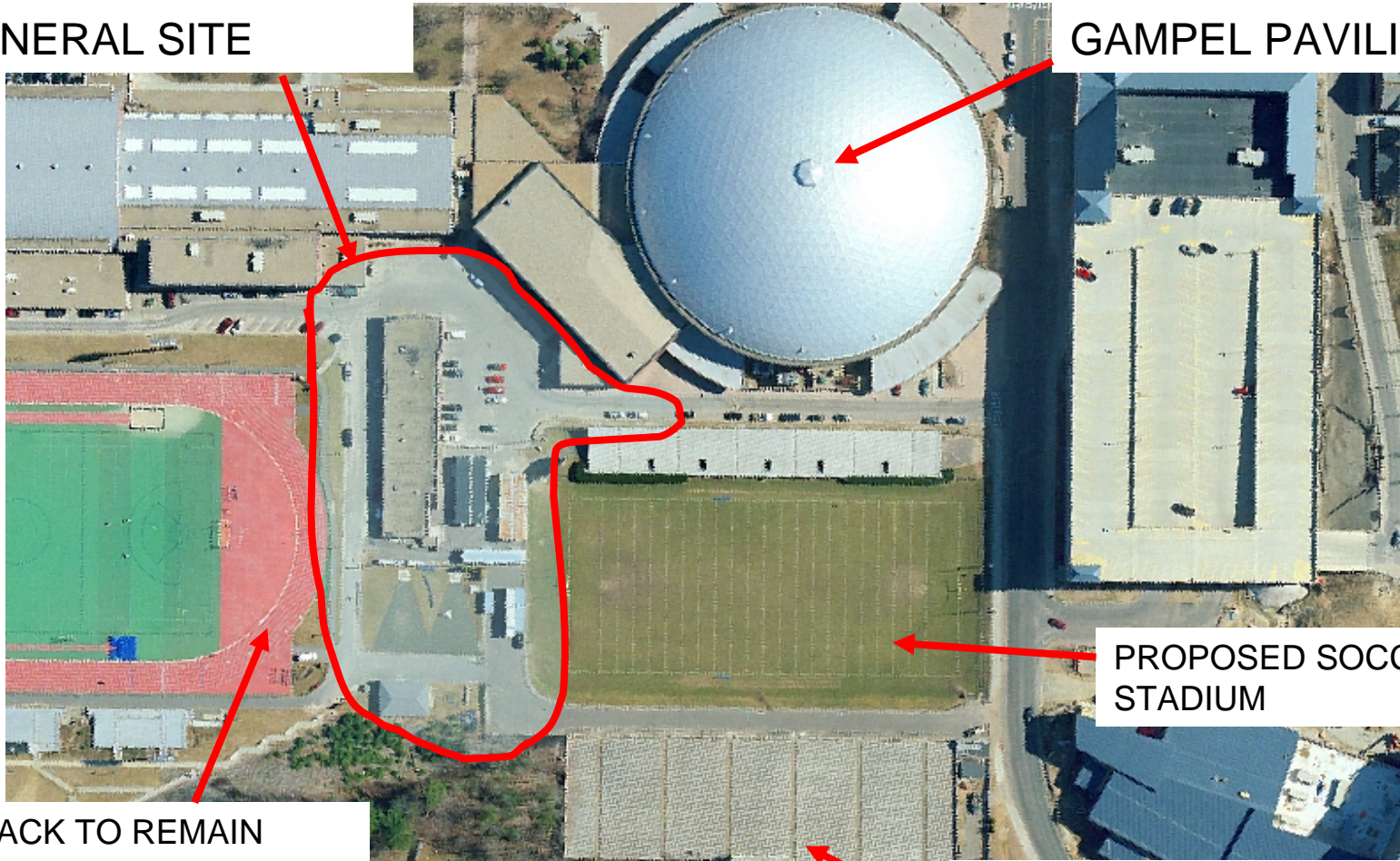
ATHLETIC FACILITIES

PROPOSED BASKETBALL
PRACTICE FACILITY
LOCATION

SITE MAP

GENERAL SITE

GAMPEL PAVILION



TRACK TO REMAIN

PROPOSED SOCCER STADIUM

MEMORIAL STADIUM –
STANDS TO REMOVED AND
REPLACED





STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 10

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 on page 2):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties— Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

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.

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"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.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

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



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

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

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