



The University of Connecticut

Quality Based Selection

REQUEST FOR STATEMENT OF QUALIFICATION

Renovation of the Gant Complex

ASSESSMENT, DESIGN and CONSTRUCTION ADMINISTRATION

PROJECT NUMBER 901374

Issue date

October 10, 2008

Proposal Due Date:

November 6, 2008

**Issued By: Mary Kate Kuzoian
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SECTION 1

Purpose

The purpose of this RFP is to solicit experienced Architectural/Engineering Teams to assess the condition of the engineering complex located on the Storrs and Depot Campuses, to develop a program of needs to accommodate the academic goals of the School of Engineering (SOE) and to recommend a combination of renovation, demolition and new construction that enables the SOE to meet goals articulated by the School and University. In addition, the design team will prepare design and construction plans and specifications to accommodate the outcome of the planning and assessment phase.

Background

The 284, 940 GSF Edward V. Gant Science Complex is comprised of one four story building, two five story buildings and a one story addition constructed in the center of the deck level plaza. The original complex was constructed between 1970 and 1974 and has seen little renovation since that time. The four-story 86,256 GSF Gant North tower was finished in 1970 and provides departmental office and research space for the Institute of Materials Science (IMS). Gant West, completed in 1971, provides office, teaching and laboratory space for the Physics Department in a 95,298 GSF five-story tower with a rooftop observatory. The final tower, Gant South, completed in 1974 is a five-story 76,504 GSF building which houses the Math Department, including offices and computer labs, general purpose classrooms and the university's Data Center. In 2002, a 26,882 GSF addition was constructed on the plaza level of the Gant Complex to provide additional office and conference room space for IMS.

The Institute for Materials Science was established in 1965 to provide graduate research education in the interdisciplinary fields of materials science and engineering. This includes a materials-related technical outreach to Connecticut's industries through the work of the IMS Associates program which assists them in their research and development activities. More than 100 participating faculty from over 20 departments collaborate on instrument based interdisciplinary research activities in three primary degree granting areas of Materials Science and Engineering, Polymer Science and Materials Science. More than 30 faculty members are permanently housed in the IMS wing of the Gant Complex with over 100 graduate students and the Institute provides support facilities such as electronics and instrument and machine shops and staff in many of the extensive laboratories. A reading room, staff and student offices, conference and meeting space are available for faculty and students participating in IMS activities.

The Mathematics Department is home to over 70 faculty, 9 post doctoral students and 135 graduate students and offers three undergraduate Bachelor of Science degrees, three Masters and two Doctoral degrees. In addition, it hosts the Center for Actuarial Research and Risk Management. Most of the faculty and graduate students are involved in a variety of research activities in their respective areas of expertise. The program also offers course work through the Early College Experience (ECE) program to over 58 Connecticut High Schools in more than 108 courses over the span of the academic year.

The Physics Department has many distinguished faculty members among its 29 full-time faculty, 6 postdoctoral fellows and visiting faculty, and 90 graduate students. Its research

programs encompass areas such as atomic and molecular physics, quantum optics, nuclear and high energy physics, condensed matter physics, polymer physics, and geophysics. The department also provides visiting hours to the observatory located on the roof of the Physics Tower. Physics provides three Bachelor of Science/Art Degrees, a joint Bachelor of Science in Engineering degree with the School of Engineering, one Masters and one Doctoral program degree offering.

There are two tiered classrooms seating 124 and 249 students respectively, located in the Physics Wing at the lowest level, scheduled by the Registrar, and utilized primarily for teaching science classes. Another twelve general and high tech classrooms, scheduled by the Registrar, are located in the Math wing on the upper levels of the building. In addition, the university's main data center is situated at the lowest level of the Math Wing and must remain operational 24/7.

Overall Scope of Work

The product of this scope of work shall be broken into two phases: The first phase will include a building condition assessment of three buildings in the Gant Complex – North, South and West. This work is not limited to the buildings alone, but will also take into consideration the utility infrastructure necessary to accommodate the complex as well as connect it to the central utility plant for cooling and heating. At the completion of these this assessment, the consultant team will provide a list of items to be incorporated into the renovation of the complex in order of priority, an associated cost estimate and schedule to complete the work. Items that have been identified for renovation, upgrade or replacement include:

- New roofs
- Replace windows and doors
- Repoint masonry
- Replace lab casework
- ADA modifications
- Update fire alarm systems
- Upgrade fume hood systems
- Expand sprinkler system
- Replace HVAC systems
- Upgrade lighting systems
- Upgrade secondary electrical systems
- Replace plumbing fixtures
- Connect buildings to central chiller plant

The university intends to renovate each of the towers independently and only one at a time, commencing with the IMS wing, however, the consultant team may propose an alternate phasing solution that reduces the impact on the program activities and occupants of the buildings. It must be noted that the the research laboratories in IMS must not all be shut down simultaneously but use scheduled sequential renovations so that the funded research in IMS and the instrumentation required for the research be kept operational so the research can be maintained during the renovation stages. Research activities in Physics and Mathematics will require similar coordination efforts to minimize impact on funded activities.

Phase II's work will include the development of contract documents (plans and specifications) that are in sufficient detail to allow construction via a "CM at Risk" delivery

method. Included in the RFP is the “Standard University Architectural Design Contract which defines all expected deliverables and services.

- Total Project Cost - \$62,500,000
- Estimated Construction Cost - \$48,000,000

Detailed Scope of Work

Phase I Work:

1. Existing condition survey of the three tower buildings Gant North, Gant West and Gant South including outside utilities and identification of regulatory requirements including permits.
2. Develop project/construction phasing schedule based upon the condition assessment to accommodate the renovation of the three towers, assuming that the university has little to no swing space to accommodate teaching and research activities during construction. The proposed schedule must maintain 24/7 Data Center operations during the entire renovation project.
3. All proposed work must include full building, life safety and ADA code compliance work necessary to assure the complex is in full compliance with all regulatory requirements.

Phase II Work:

1. The specific project requirements are detailed in the University Design Contract. The architect’s proposal shall contain any and all qualifications to the standard contract.
2. Additional Services - The following additional services may be made part of the architect’s contract. The architect will not have to solicit prices for these services prior to selection.
 - Survey
 - Geotechnical – Borings and Evaluation
 - Professional Renderings (note – the architect’s basic services include all presentations that are normally used to obtain university approval of design concept)
3. Plan review and code approval
4. Environmental and other regulatory permitting
5. LEED Silver Rating in appropriate category
6. The proposer can recommend supplemental work tasks that would aid the University in solving the specific needs.

A. Design: Prepare plans and specifications suitable for the renovation of the Gant Complex. The design will proceed based on the outcome of Phase I work as it is approved by the University. The plans and specifications will be suitable for obtaining a GMP (bidding for subcontractors) and construction. The design shall include all required site work, architectural and engineering work. Coordinate and obtain necessary project approvals. The design is to be completed in three phases, schematics, design development and contract documents. An estimate of probable construction costs is to be included at the end of each design phase.

B. Bidding Phase: The University Office of Capital Projects and Contract Administration (CPCA) will provide construction drawings to the Construction Manager for the development of a Guaranteed Maximum Price (GMP). The successful design firm will be required to prepare the plans and specifications suitable for this process. The design

firm will have to supply two completed sets of plans and specifications with appropriate professional engineering stamps. The successful firm will be have to attend the pre bid conference for CM selection, respond through CPCA to all requests for information from CM's and their bidders (within 5 calendar days), prepare addenda as required, review bids and make recommendations for award.

C. Construction Administration: Unless otherwise directed, the team will be responsible for on-site construction administration. They will be responsible for review and approval of all construction submittals, attending periodic (bi weekly) construction meetings, responding to Requests for Information, Addenda to the drawings and final punch list inspections.

D. Post Construction: The successful firm will be responsible to submit final as-builts to the University within 3 months of project completion. The as-builts will be on hard paper and scanned dwg files.

E. Miscellaneous Consulting Services: Provide consulting services related to findings of the assessment and design/construction phase of this project.

Schedule

The Design Team will be required to meet the following schedule in providing these services.

Phase I work:

Building Condition Assessments	60 calendar days from notice to proceed
Draft report including options/cost estimates assessments	30 calendar days from approval of
Final Report	14 days from receipt of approved draft

Phase II work:

Schematic Design	90 calendar days from notice to proceed
Design Development schematics	120 calendar days from approval of
Complete procurement documentation – including required building official approvals	180 calendar days from approval of Design Development submittal

Project Team Staffing Changes

If after technical proposals are submitted to the University there are staffing changes to the proposed project team, the firm must notify the University immediately and submit résumé's of replacements. **Lack of notification could be grounds for disqualification**

SECTION II

PROPOSAL PROCESS:

Interested firms are required to submit proposals in the following format:

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

The second part will be the receipt & evaluation of fee proposals. As such, there is no requirement to submit a fee proposal under this RFP.

PART ONE – QUALIFICATION / EXPERIENCE

In a sealed envelope each firm is required to submit the following information:

PROPOSAL CONTENT:

The technical proposal shall address the following:

QUALIFICATIONS:

Letter of Transmittal – Include brief statement of firm’s technical qualifications to complete this project.

Qualifications of Architectural Firm – Describe the overall qualifications of the firm (and any sub consultants) including background in this field, the services that it provides and its specific experience in the last 5 years in the design of science and technology (STEM) and/or similar educational environments with an emphasis on teaching and research environments in a renovated building.

Qualifications and Responsibilities of Key Personnel – Describe the professional qualifications and responsibilities of the key project team personnel who will be assigned to the project including their experience on similar assignments and their specific responsibilities on the proposed project. The proposal shall indicate all sub consultants that the Architect will deem necessary to complete the purposes of this project. Resumes of key sub consultants shall also be included in this section of the proposal. Utilize Federal Forms 330 to provide documentation on team experience for applicable, relevant programs described in the Firm’s Qualification section.

Project Approach – Prepare a narrative which clearly demonstrates the firms’ understanding of the specific needs of the University and which concisely present a technical approach to completing the proposed scope of work.

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

Note - 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 proposal shall be “stand

alone” document and may be the sole basis of selection. The University reserves the right to award the project based on the qualifications submitted or what best serves the needs of the University.

The technical proposal shall also include the firm names for all sub-consultants proposed for this project. Individual resumes need not be provided but firm experience with the prime consultant and with successful projects should be highlighted.

PART TWO – DEFINE SCOPE / PROVIDE FEE MATRIX

The second part of the process will involve the university providing the short listed firms detailed scope information, requesting fee proposal/fee matrix and interviews/presentations along with contract negotiations.

SECTION III

EVALUATION PROCESS:

The award of an agreement to the successful proposer will be based upon a comprehensive review. All proposals will be evaluated by a committee which will use the specific evaluation criteria listed below with the University reserving the right to base award on proposal presentation and subsequent interviews.

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

The following areas will be evaluated using information submitted in response to the RFP. Specific examples will help with evaluation. The University is particularly interested in those firms that have experience working in a university environment with a major focus on current experience with recently constructed similar engineering teaching and research university facilities. Therefore, please address the following items:

1. Recent (last 5 years) successful “mechanically intensive” renovation on University Campuses for science and technology (STEM) teaching and research programs.
 2. Experience with successful LEED project certifications for existing buildings – silver minimum
 3. Experience with building condition assessments in educational settings.
 4. Quality of Project Approach and work plan
 5. Past experience of key members of the team on the projects itemized in 1, 2, & 3.
 6. Success in managing costs and controlling budgets.
- Fees – Fee will be requested once firms are short-listed, Fees are not required at this step.

Additional Information (Second phase of selection)

The proposer is encouraged to view the following information.

- a. Standard University Design Contract

- b. General Site Plans and Building Photos
- c. Existing Assigned Space
- d. Floor Plans

SECTION IV

Receipt of SOQs and Estimated Timetable:

Receipt of SOQs

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

Mary Kate Kuzoian
Capital Project and Contract Administration
31 Ledoyt Road Unit 3047
Storrs, CT 06269-3047
Phone: (860) 486-8071
Fax: (860) 486-1953
www.cpcu.uconn.edu

All requests for clarification must be in writing seven (7) days before the SOQ opening date and submitted on the request for information form attached. Subsequently, the University's response to any request for clarification, together with a copy of the written request, will be provided simultaneously by the University to all known parties receiving this RFQ.

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

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

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

Requests for clarification by the University

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

Submission Format/Receipt of SOQ

An **original and six (6) copies of STATEMENT OF QUALIFICATION must** be submitted in a sealed envelope / box and must be sent to:

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

On or before 4 p.m. Local time November 6, 2008

At the specified time stated above, all SOQs received as stipulated shall be publicly opened and announced. However, due to the complexity of the RFQ process, only the names of the applicants 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 proposal opening to be held at a future date.

All SOQs must be submitted in a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any SOQ 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-directed to the appropriate address in time to be considered.

Informal Communications:

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

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

Formal Communications:

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

- A. Oral Presentations, if required

Estimated Timetable:

The following schedule will apply to this RFQ:

Closing Date for Inquiries – October 24, 2008

Submission of SOQs due – November 6, 2008

Short-listing of firms – November 2008

Interviews (if required) and award November 2008

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 RFQ. Failure to meet the delivery dates as outlined above may be basis for disqualification of the applicant's SOQ.

Definition of Terms

“SOQ”	Statement of Qualifications
“RFQ”	Request for Qualifications
“Purchaser”, “Buyer”, “UConn” “University of Connecticut”, or “University”	The University of Connecticut
“Bidder”, “Applicant”, “Vendor” “Seller”, or “Firm(s)”	Person, firm or corporation submitting SOQ to this RFQ
“Coordinator”	Mary Kate Kuzoian

The University of Connecticut

Project Name: _____

Project Number: _____

Date: _____

RFI Deadline
(See Bid Documents)

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT

TO: The University of Connecticut.

Fax (860) 486-1953

FROM: _____

(Name of Proposer)

ATTN: Mary Kate Kuzoian

Bidder Contact: _____

Phone #: _____ **Fax #:** _____

Specification Section/page: _____

QUESTION (Please be specific): _____

RESPONSE: _____

BY: _____

Date: _____

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

NOTE #2: All questions must be submitted in writing on this RFI Form. All answers to
RFI's will be issued in a Addendum

STATE OF CONNECTICUT REQUIRED TERMS AND CONDITIONS

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

1. Statutory Authority. Connecticut General Statute §§ 10a-109a to 10a-109y provide the UNIVERSITY OF CONNECTICUT with authority to enter into contracts in the pursuit of its mission.
2. Claims. Should the Contractor have a claim against the University of Connecticut which has not been resolved by mediation, the Contractor's rights to assert its claim against the University of Connecticut shall be as are set forth in Connecticut General Statutes Section 4-61, if that statute is applicable. If C.G.S. Section 4-61 is not applicable, the Contractor's sole and exclusive remedy for the presentation of any claim against the University or the State of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State), and the Contractor agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
3. Indemnification. To the maximum extent allowed by law, the Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this agreement.
3. Insurance. The Contractor agrees that while performing Services s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
4. Ethical Considerations. The Contractor has certified that no elected or appointed official or employee or student of the UNIVERSITY OF CONNECTICUT has benefited, or will benefit financially or materially from the contracted Services. The UNIVERSITY OF CONNECTICUT may terminate this Agreement, if it is determined that gratuities of any kind were either offered to, or received by, any UNIVERSITY OF CONNECTICUT officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.
 - 4.1 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
 - 4.2 In accordance with the UNIVERSITY OF CONNECTICUT compliance program, the UNIVERSITY OF CONNECTICUT has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to the UNIVERSITY OF CONNECTICUT policies and procedures can report such matters anonymously. Such persons may also directly contact the UNIVERSITY OF CONNECTICUT's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526. As a provider of goods and/or Services to the UNIVERSITY OF CONNECTICUT, the Contractor is hereby required to notify its employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
6. Nondiscrimination. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Contractor. **The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:**
 - (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, manager, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
 - (b) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a copy or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
9. Termination for Cause. UNIVERSITY OF CONNECTICUT may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
 - (a) If the Contractor and UNIVERSITY OF CONNECTICUT reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, UNIVERSITY OF CONNECTICUT reserves the right to terminate this Agreement.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, UNIVERSITY OF CONNECTICUT reserves the right to terminate this Agreement.
 - (d) UNIVERSITY OF CONNECTICUT shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, UNIVERSITY OF CONNECTICUT shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, UNIVERSITY OF CONNECTICUT may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
10. Termination for Convenience.
 - (a) UNIVERSITY OF CONNECTICUT may terminate performance of work under this Agreement in whole or in part whenever, if for any reason UNIVERSITY OF CONNECTICUT shall determine that such termination is in the best interest of UNIVERSITY OF CONNECTICUT and/or the State of Connecticut.
 - (b) This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by UNIVERSITY OF CONNECTICUT, by providing the Contractor written notice of such intention. If UNIVERSITY OF CONNECTICUT elects to terminate this Agreement pursuant to this provision, UNIVERSITY OF CONNECTICUT Representative and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

11. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
12. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and UNIVERSITY OF CONNECTICUT and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and UNIVERSITY OF CONNECTICUT and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
13. Additional Required Contractor Signature Authority, Affidavits and Certifications.
 - (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
 - (b) UNIVERSITY OF CONNECTICUT, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc