



SUPPLEMENTAL
REQUEST FOR STATEMENT OF QUALIFICATIONS
QUALITY BASED SELECTION
FOR
PUBLIC SAFETY RISK ASSESSMENT AND DESIGN GUIDELINES

PROJECT NUMBER: 300197

DUE DATE:
February 2, 2021

Issued By: Elaine Dumas
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UNIVERSITY COVID-19 MITIGATION GUIDELINES

As part of UConn's on-going effort to ensure a secure and safe working environment for its students, workforce, clients, and visitors, the University has developed the "University COVID-19 Mitigation Guidelines for the Contractor Community." A copy of the Guidelines can be found by visiting the following website: <https://updc.uconn.edu/contractors-working-at-uconn/> and clicking on the document located under the Resources section. You may also find additional information at: <https://ehs.uconn.edu/ehs-covid-resources/>.

These guidelines establish consistent standards for mitigating the spread of COVID-19 that must be undertaken by the Contractor and are intended to assist UConn in meeting its commitments.

SECTION I **SCOPE OF WORK**

PURPOSE OF SOLICITATION

The University of Connecticut (University) is soliciting Statement of Qualifications from professional board certified security consultant firms who have an extensive knowledge and expertise in performing public safety threat/vulnerability risk assessments, establishing mitigation risk strategies, developing Public Safety Design Guidelines and a Master Plan for our main campus.

At a minimum, one of the proposed key personnel team members shall have at least one (1) of the following professional board security certifications:

- Certified Protection Professional (CPP)
- Physical Security Professional (PSP)
- Certified Security Consultant (CSC)

In addition, the submitting firm shall demonstrate their experience and knowledge in Crime Prevention Through Environmental Design and Response Enhanced Design (CPTED-RED) in a University Campus setting.

The submitting firm and any sub-consultants must be independent of and have no affiliation with any provider of specific software programs, materials, equipment or product(s) or proprietary systems.

OVERVIEW

The University of Connecticut, Storrs Campus, has over 2,000 acres of land and over 400 buildings. We house over 12,000 students on campus, with another 3,000 students living in close proximity off campus, and approximately 3,000 part-time transient students. Included within the campus are a number of public centers, athletic practice and competition facilities and fields, water treatment facilities, a central utility plant with a supplemental utility plant, vivariums and numerous research facilities, a fire station, and a police station closely adjacent to a small town center and facilities. There are approximately 6 main roads and access routes onto the campus.

The University's Department of Public Safety in conjunction with University Planning Design and Construction (UPDC) has requested a physical survey of the existing safety systems and a threat/vulnerability risk assessment be performed on the University's Storrs Campus and surrounding off-campus University occupied properties. There are approximately 3 to 4 off campus properties that will require assessment.

SCOPE OF WORK

The intent is for the selected firm to investigate and provide a comprehensive vulnerability/risk and security assessment report for the main Storrs campus, and a Security Design Guideline and Performance Standard, and a Public Safety Master Plan that, at a minimum, outlines physical safety and security measures to be applied generally to any of our campuses.

The Consultant shall provide professional guidance on the various levels of safety and security risks that have been defined throughout the industry as they relate to University and College Campuses. And assist the University to establish a standard level of physical risk tolerances with each identified area of vulnerability.

The assessment shall include investigating the existing safety conditions of the campus buildings and grounds, providing safety and security vulnerability analysis, defining the levels of risk to each element or type of property identified within the analysis and recommending design mitigation strategies associated with each element. The assessment shall be codified within a Security Design Guideline and Performance Standard and in a Safety Master Plan identifying the design mitigation strategies, urgency and levels of risk.

The assessment will be to review a representative sample of each building type on the campus, such as residential, academic, administrative, performance center, athletic facilities, etc., and to draw general conclusions from same. In addition, the assessment will be to globally review the various access points and thoroughfares to and on the campus and proximity of buildings to same to assess campus vulnerabilities or risks. Lastly, typical large attendance events, such as Commencement, performances, on-campus athletic events, etc., are to be studied. Although we have not had significant incidents in the past 3-5 years, we are looking for the Consultant to assess the campus vulnerabilities and security risks during events.

Areas of study shall include but may not be limited to review of:

- A.** Campus access, traffic patterns and vehicle circulation
- B.** Physical barriers, fencing and bollards
- C.** Lighting levels and standards
- D.** Buildings and Grounds line-of-sight, trees and alcoves
- E.** Large event venues and provisions
- F.** Blue light systems
- G.** Access Controls
- H.** Locking systems, keys and doors
- I.** Residential and sleeping protections
- J.** Fire alarm systems
- K.** Cameras and surveillance systems
- L.** Intrusion alarms and systems
- M.** Emergency management and areas of refuge

The University has established a Physical Assessment Steering Committee who will be providing guidance to the Consultant on the direction on what the assessment should cover and who will be reviewing the information provided by the Consultant. The Committee will also provide any previous studies that may have been performed to the awarded Consultant. Reports and recommendations shall be presented to executive

management for final decision making through each phase.

A. Phase One:

The risk assessment of the Campus and surrounding University occupied properties at a minimum should include the following:

- 1) Identification of critical assets and their most likely threats to physical security scenarios on which to base the security program, analyze vulnerabilities, assess impacts of threat scenarios, level of risk exposure to the University and potential actions that could be taken to mitigate each risk.
- 2) Identify physical security related threats to physical property and systems from internal and external sources (as noted above);
- 3) A review of University incident reports for the past five years;
- 4) A physical evaluation of the campus during and after operating hours, including events held on campus;
- 5) Review of current security systems (e.g. access control, intrusion detection, video surveillance, lock and key control, etc.);
- 6) Interviews with staff;
- 7) Physical evaluation of areas surrounding the buildings including loading docks, service areas, parking lots;
- 8) cursory review of security related policies and procedures, as they may relate to the physical risk tolerances on Campus;
- 9) Delivery of a comprehensive safety and security risk assessment report which identifies the areas investigated, the findings associated with each area investigated, the potential level of risk to the University and the technical and physical measures to mitigate or reduce risk to the University community and its assets;
- 10) Provide a rough order of magnitude cost associated with each mitigation strategy; and
- 11) Present to the Committee and executive management the findings and recommendations associated with reducing risk.

Note-- The assessment should not include an in-depth analysis of information technology systems. Nor should it include any public safety operational structure, administration or policies and procedures.

B. Phase Two:

Based on the outcome of the assessment and the University's accepted level of risk tolerances, develop a safety and security controls physical management strategy which shall identify physical and functional recommended standards.

- 1) Identify safety and security design enhancements currently being applied to determine their effectiveness;
- 2) Modifications to existing procedures as appropriate;
- 3) Phased implementation strategies with detailed security design cost estimates for recommended measures; and
- 4) Delivery of baseline crime prevention and environmental enhanced public safety design guideline for our professional design consultants to follow. The guideline shall include performance based product specifications with comparable named manufacturer's products as accepted use in the bidding process. A sole source justification will be required should there be a claim there is no comparable manufacturer of the product that meets the performance and functionality of the named product. The University has a standard format

to be used to establish these guidelines.

C. Phase Three:

Delivery of a phased Public Safety Risk Assessment Master Plan which identifies the recommended enhancement strategies for those area strategies that are accepted. And a prioritization strategy timeline and rough order of magnitude cost of the accepted enhancement strategies.

SCHEDULE

The projected schedule for this assignment will be completed in multiple phases. Each Phase will commence with receipt of a Notice to Proceed (NTP) issued to the awardee.

The anticipated start date for this assignment is March 2021.

Phase One: 16 weeks from Phase One Notice to Proceed (“NTP”)

- 1) Perform Risk/Vulnerability Assessment, define the levels of risks and recommend strategies to mitigate risk.
- 2) Present findings and recommendations, incorporate comments and finalize.

Phase Two: 8 weeks from Phase Two NTP

- 1) Formulate a safety and security controls management strategy with recommended guidelines
- 2) Develop design guidelines based on agreed upon strategies.
- 3) Present recommended safety and security controls strategy and design guidelines, incorporate comments and finalize.

Phase Three: 8 weeks from Phase Three NTP

- 1) Develop a Master Plan prioritizing changes/upgrades to the Campus.
- 2) Present recommended Master Plan and the logic associated with prioritization, incorporate comments and finalize.

SECTION II

PROPOSAL PROCESS

QUALITY BASED SELECTION

This Quality Based Selection (QBS) will be a two-part process. The first part will be the receipt and evaluation of all Technical (Qualifications & Experience) Proposals with the intent of developing a shortlist of the most qualified firms that possess the type of experience required in this document. Applicants shall use GSA form SF-330 available at <http://www.gsa.gov>.

CONTENTS OF APPLICATION

Provide the requested information using the below format and documents arranged in the following order:

Coversheet (*Use form provided*)*

Tab 1 –Letter of Transmittal; Letter of Interest (no more than 3 pages).

Tab 2 – Project Relevant Experience - Qualifications of Consulting Firms and Sub-Consultants.

Tab 3 – Proposed Team - Completed GSA Form SF 330 (available at <http://www.gsa.gov>).

Tab 4 - Narrative of the assignment approach.

Tab 5 - Applicant’s site proximity to the Storrs Campus – 3 Discovery Drive, Storrs, CT.

Tab 6 - List of active references for each of the assignments listed under relevant assignment experience.

Tab 7 – Miscellaneous Documents:

Tab 8 – SBE/MBE Certifications (If Applicable).

SUBMISSION GUIDELINE/CONSIDERATIONS

1. The University of Connecticut advises Applicants to consider the following prior to submitting its proposal:
 - a. The University is a signatory to the President’s Climate Commitment and as such recommends that Applicants demonstrate a similar commitment by eliminating redundancy, non-recyclable dividers, and irrelevant materials in their submission;
 - b. Read and review the RFQ carefully. Respond clearly and fully to technical criteria listed as scoring is based on the criteria. Applicant must be clear about the relevance of work presented in its SOQ;
 - c. Provide information that is complete and transparent, indicating whether a proposed team member worked on a relevant assignment while at another firm; and
 - d. Once contracted and at the point of the assignment, sub-consultants are subject to the approval of the University.
 - e. Applicants are hereby reminded that Joint Ventures or other associations should be clearly identified and relevant experience provided on the GSA Form SF330.

PART 1 – TECHNICAL CRITERIA – QUALIFICATIONS AND EXPERIENCE

The Technical Qualification/Experience criteria listed below will be used to evaluate each Application by the Evaluation Committee.

Each of the items listed below shall be addressed in your Application and the contents shall be organized as described in the “*Contents of Application*” section above.

1. **Letter of Transmittal/ Letter of Interest** – Include a brief statement of the Firm’s technical qualifications to complete this assignment. Prepare a narrative that clearly demonstrates the firms’ understanding of the specific needs of the University and which concisely presents a technical approach to completing the proposed scope of work.
2. **Project Relevant Experience - Qualifications of Prime Consulting Firm and Sub-Consultants** – Describe the overall qualifications of the Firm (and any sub-consultants), including background in this field and the services that it provides. The Firm shall:
 - a. Provide **five (5) examples** of similar assignments: comparable in size and scope, with an emphasis on safety risk assessment, security surveillance controls and master plans – completed within the past **ten (10) years**.
 - Provide documentation on team experience for applicable relevant assignments.
 - b. Identify the prime Firm for contracts and communication on an organizational chart.
 - c. If a joint venture is proposed, provide the proposed joint venture arrangement between the parties outlining the percentage of responsibilities and the organizational structure associated with a joint venture established for the assignment.
 - d. The prime Firm should also highlight its experiences with its sub-consultants and their successful assignments together. The prime Firm (and sub-consultants) should demonstrate:
 - Crime Prevention Through Environmental Design and Response Enhanced Design (CPTED-RED) innovations they incorporated into the project.
 - How their innovations in the design of other projects have resulted in well executed, cost effective, preventative measures which mitigated tangible risk to the Owner.
 - Proven capability to provide creative, functional and flexible design standards with an economy

- of means within a predefined budget.
- Experience working with multiple stakeholders in a university setting for an assignment of similar size, scope and complexity.
3. **Proposed Team - 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.
 - a. Include their experience on similar assignments (preferably campus environments) and their specific responsibilities on the proposed project.
 - b. At least one member of the proposal team (or sub-consultant) shall hold one of the following licenses:
 - Certified Protection Professional (CPP)
 - Physical Security Professional (PSP)
 - Certified Security Consultant (CSC)
 - c. Include complete resumes for each key project team member as well as resumes of sub-consultants that the Consultant deems necessary to complete the purposes of this project.
 - d. Utilize the GSA Form SF 330 to provide documentation on team experience for applicable relevant programs.
 - e. **Project Team Staffing Changes** - If after technical proposals are submitted to the University, there are staffing changes to the proposed team, the Firm must notify the University immediately and submit the resumes of the staffing changes. Lack of notification could be grounds for disqualification.
 4. **Narrative of the Assignment Approach** – Prepare a narrative that demonstrates the Firm’s understanding of the needs of this assignment. Concisely present a technical approach to completing the proposed scope of work.
 5. **Site Proximity 100 Miles** – The driving distance from the Applicant’s headquarters should be provided via internet mapping from that office to 3 Discovery Drive, Storrs, Connecticut 06269.
 6. **References** – The Firm shall submit five (5) references for which the Firm has performed relevant work within the past ten (10) years. Include the name, title, address, and telephone number of each reference and description of duties.
 7. **Miscellaneous Documents** – Provide the following documents:
 - a. Provide a copy of the following licenses (as applicable):
 - Certified Protection Professional (CPP)
 - Physical Security Professional (PSP)
 - Certified Security Consultant (CSC)
 - b. Formal Acknowledgement that the submitting firm and any sub-consultants are independent of and have no affiliation with any provider of specific software programs, materials, equipment or product(s) or proprietary systems.
 - c. A signed copy of the Vendor Code of Conduct.
 8. **SBE/MBE Certifications (If Applicable)** - If certified, provide Applicant’s Connecticut certificate of Small Business Enterprise and/or Minority Business Enterprise (SBE/MBE).
 9. **Interviews** - 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 assignment based on the qualifications submitted or what best serves the needs of the University.

PART 2– 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 (if requested). Fees will be requested once firms are short-listed, and a fee matrix template to be used will be provided at this stage. Fees are not required during the Request for Qualifications stage.

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 that will use the specific evaluation criteria listed in this document with the University reserving the right to base an 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.

SECTION III **SUBMISSION FORMAT / RECEIPT OF SOQ'S**

COMMUNICATION

Under no circumstances may any applicant or its representative contact any employee or representative of the University regarding the RFQ 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.

1. Request for Information (RFI)

All Requests for Information (“RFI”) must be received no later than **Wednesday, January 20, 2021, at 2:00 PM EST** and sent electronically to Elaine.dumas@uconn.edu. The subject line of the email shall read: **Supplemental RFQ 300197– Public Safety Risk Assessment and Design Standards**. Be sure and plan accordingly as any RFI received after the due date and time stated in this paragraph will not be answered. Also, no RFI’s will be answered verbally, no phone calls please.

2. Informal Communications

The University considers this process as “open” from the date of receipt of this RFQ by each Applicant until a binding contractual agreement is executed. The contact for any communications during this process is the CFPF designee listed in this RFQ. Informal communications with any University personnel (outside of CFPF) shall not occur. 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.

SUBMISSION FORMAT/RECEIPT OF SOQ

The Qualifications Application is to be emailed to cpc@uconn.edu no later than **Tuesday, February 2, 2021, at 2:00 PM EST**. The subject line of the email submission shall include **300197 – Public Safety Risk Assessment**

and Design Standards Application, and the Firm's name. Submit one (1) copy in pdf format of the completed SOQ.

In order to maintain the integrity of the sourcing process, any SOQ sent to other email addresses other than cpca@uconn.edu may be disqualified. Any SOQ received after 2:00 PM on the due date will remain unopened and will be disqualified.

The University expressly reserves the following rights:

1. To reject any and all Applications and to waive any informalities, irregularities or technical defects in the Application if it is deemed to be in the best interest of the University.
2. To solicit, receive and/or utilize information from any persons or entities referenced or used as references, or from persons or entities having knowledge of the Applicant's experience, abilities, past performance, integrity, financial status, or any other definitive characteristics.
3. The submission of an Application shall constitute an express authorization by the Applicant to the University to obtain all information it deems pertinent.
4. 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.

NOTIFICATION

All Applicants will be notified of the status of their Application as soon as practical after determination by email. Successful firms will be invited to participate in the RFP stage for this assignment.

CONTRACT

The Contract template is attached for review. In submitting applications in response to this RFQ, Applicants will be deemed to have accepted the terms of the contract without exception, as well as any modifications to the contract that the University deems necessary prior to execution.

VENDOR CODE OF CONDUCT

In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section. Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Firm further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.

END OF INSTRUCTIONS TO APPLICANTS

COVER SHEET

**RESPONSE TO THE SUPPLEMENTAL REQUEST FOR QUALIFICATIONS
PUBLIC SAFETY RISK ASSESSMENT AND DESIGN GUIDELINES
PROJECT NUMBER: 300197**

SOQ DUE DATE: February 2, 2021, by 2:00 PM EST.

Firm Name: _____

Firm Address: _____

Principal Office (Headquarters) Branch Office

If Firm Address is branch office, list the principal office address:

Name of Authorized Agent submitting as Primary Contact: _____

Title of Authorized Agent: _____

Signature of Authorized Agent submitting as Primary Contact: _____

Phone Number for Primary Contact: _____

Email for Primary Contact: _____

Indicate if your Firm is a:

Corporation Partnership Individual
 Joint Venture Other

Indicate if your Firm is certified by the CT Department of Administrative Services as one of the following:

SBE MBE WBE
 DBE N/A

**STATE OF CONNECTICUT
THE UNIVERSITY OF CONNECTICUT**



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “Agreement”), which shall become effective on the date it is fully executed, is by and between the University of Connecticut, a constituent unit of the State of Connecticut (“UConn” or the “University”), and [REDACTED] having its principal place of business at [REDACTED] (“Consultant”).

The parties agree as follows:

1. Consultant Services.

- (a) Services. Subject to Section 1(c), Consultant shall provide the Services (as defined on Exhibit A) to UConn.
- (b) Meetings. Consultant will hold regular status meetings by phone or in person with UConn and Consultant will notify UConn of any factor or occurrence coming to its attention that Consultant believes is likely to affect its ability to meet the requirements of the Services or to cause any material delay in its performance of the Services.
- (c) Consultant Personnel. Only Consultant’s Designated Personnel (as defined on Exhibit A) shall perform the Services. If Designated Personnel are not identified, the Contractor may perform the Services with employees and Sub-consultants approved by UConn in advance.
- (d) Schedule. Consultant shall commence the Services on the Commencement Date (as defined on Exhibit A) and otherwise perform the Services in a manner consistent with any Schedule (as defined in Exhibit A).
- (e) Subcontractors. Consultant will not engage subcontractors in the performance of the Services without UConn’s prior written consent (including any UConn consent contained in Section 4(d)). Consultant will remain liable and responsible for the performance of all obligations and all actions and inaction by any permitted subcontractor to the same extent as if such performance, actions, or inaction were by Consultant.

2. Ownership and Rights.

- (a) Work Made For Hire. Consultant is performing the Services for UConn on a work-for-hire basis. UConn shall be the sole owner of all materials (including works in progress) created by Consultant during its performance of the Services (the “Work Product”) and all rights, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets) and moral rights (including rights of authorship and subsequent modification) in the Work Product (collectively, the “IP Rights”). To the

extent any Work Product does not qualify as a work made for hire, to transfer all rights (including all IP Rights) in the Work Product to UConn, Consultant hereby irrevocably assigns to UConn all such rights in such Work Product.

- (b) Restricted Materials. Consultant may, with UConn's prior written consent, include certain materials in the Work Product that require third-party permissions or consents to include with the Work Product and/or that Consultant does not intend to assign all right to UConn in accordance with Section 2(a) (the "Restricted Materials").

3. Confidentiality. Consultant may not disclose any non-public, confidential information received from UConn to any third party (other than to its professional advisors) or use such information for any purpose other than for performing the Services, without UConn's prior written consent. The Work Product is the confidential information of UConn.

4. Compensation.

- (a) Maximum Amount Payable. The "Maximum Amount Payable" due to Consultant under this Agreement is [\$_____]. Compensation shall be due to Consultant only to the extent provided in this Section 4.

- (b) Compensation Amount- Base Amount. Contractor's compensation for the Services shall be:

A fee of \$[_____], which Contractor may invoice UConn in a manner consistent with the Schedule of Deliverables attached as Exhibit A.

- (c) Compensation Amount- Additional Services

"Additional Services" shall mean and include any services agreed upon by the Consultant and UConn that are required to be performed by or on behalf of the Consultant under this Contract which are beyond the scope of Basic Services and which were not included in the Base Amount.

A fee equal to the Hourly Rate of the Consultant personnel providing the Services, which Hourly Rate is attached as Exhibit A, multiplied by the number of hours such person so performed the Services. The Consultant may invoice UConn for the Services so performed upon Consultant's completion of the Services to UConn's reasonable satisfaction.

- (d) Compensation Amount- Reimbursable.

UConn shall not reimburse the Consultant for expenses incurred in the performance of the Services.

- (e) Compensation Amount- Subcontractors.

Consultant's compensation for Services performed by subcontractors is included in the compensation provided in Section 4(b) and 4(c) (if applicable). No further amounts shall be due for Services performed by subcontractors. Subcontractors approved by UConn as of the date hereof are listed on Exhibit A.

- (f) Payment and Discount. Each payment due hereunder shall be made within forty-five (45) days of the date of UConn's receipt of a properly-submitted invoice for such payment. Each invoice shall be in a form reasonably satisfactory to UConn.
5. Consultant Warranty. Consultant represents and warrants to UConn that: (i) it has the power and authority to enter into, and perform its obligations under, this Agreement; (ii) its performance of its obligations under this Agreement will not breach or conflict with any agreement or obligation to any third party; (iii) it has the right to grant the rights in the Work Product to UConn as provided in this Agreement (except for Restricted Materials to which UConn has consented as provided in Section 2(b)) ; (iv) the Work Product will not infringe or violate any of any third party's IP Rights or rights of privacy or publicity; (v) it will comply with all applicable laws in the performance of its obligations under this Agreement; and (vi) the Services will be performed in a professional manner consistent with industry standards.
6. Indemnification. Consultant agrees to indemnify and hold harmless UConn and its trustees, employees, agents and representatives from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from any third-party claim arising out of a breach of any of Consultant's representations and warranties in Section 5.
7. Term and Termination.
- (a) Term. The term of this Agreement shall commence as of the Commencement Date and remain in effect through [] (the "Term"), unless earlier terminated as provided herein. In the event some or all of the Services will not be completed upon the expiration of the aforementioned term, UConn may extend the Term or renew this Agreement by written notice to Consultant. at no additional cost to UConn. Upon such extension, the period of such extension or renewal shall be considered part of the "Term" for the purposes of this Agreement.
- (b) Termination for Breach. Either party may terminate this Agreement if the other party is in material breach of this Agreement and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within three (3) days after the non-breaching party's delivery of written notice of the breach to the breaching party.
- (c) Termination for Convenience. UConn may terminate this Agreement, in whole or in part, at any time for any reason upon written notice to Consultant.
- (d) Effect of Termination. Upon any termination of this Agreement: (i) UConn will pay, within thirty (30) days, all undisputed amounts owing to Consultant for Services performed under this Agreement as of the termination date; (ii) Consultant will deliver, in a format agreed upon by the parties, the Work Product (including all works in progress) created pursuant to this Agreement to UConn; and (iii) Consultant will deliver to UConn (or, upon UConn's request, destroy and certify as to their destruction) all materials containing any confidential information of UConn related to this Agreement.
- (e) Survival. The following Sections shall, without limitation, survive the termination or expiration of this Agreement: Sections 2, 3, 6, 7(d) and 8.

8. Miscellaneous.

- (a) Relationship of the Parties. Consultant is an independent contractor and the parties are not co-venturers or partners. Neither party will have the authority to enter into any contracts in the name of or on behalf of the other party.
- (b) Sales Tax Exemption. In accordance Conn. Gen. Stat. §12-412(1) (A), the University is exempt from local, state, and federal excise taxes.
- (c) Notices. Any notice required or permitted under this Agreement or required by law will be in writing and will be: (i) sent by first class registered mail; or (ii) sent by overnight air courier, in each case to the appropriate address as set forth in the signature page to this Agreement or as notified by the other party in accordance with this Section 8(c). Notices will be deemed given three (3) business days after deposit in the mail; or one (1) day after delivery to an overnight air courier service.
- (d) Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under this Agreement will not be construed as a waiver.
- (e) Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining provisions of this Agreement shall remain in full force and effect.
- (f) Integration; Amendment. This Agreement (including any exhibits or schedules attached hereto) contains the entire agreement of the parties relating to its subject matter. This Agreement may not be amended, except by a writing signed by both parties, provided that UConn may extend the term as provided in Section 7(a).
- (g) Assignment. This Agreement shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. Consultant may not assign its rights or obligations pursuant to this Agreement without UConn's prior written consent.
- (h) State Contracting Requirements. The parties acknowledge and agree that the state contracting provisions attached to this Agreement as Exhibit B are incorporated into this Agreement.
- (i) Construction. When used in this Agreement, "including" and any words of similar import mean "including but not limited to". In the event of conflict between a provision in the Scope of Services and a provision in this Agreement, the provision in this Agreement prevails.
- (j) Counterparts. This Agreement may be executed and delivered in counterparts, by facsimile, or other electronic means.
- (k) Signature Authority. 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.

[signature page follows]

Consultant and UConn have caused their duly authorized representatives to execute this Agreement on the dates noted.

[]

UNIVERSITY OF CONNECTICUT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice:

Address for Notice:

AGO Approval (As to Form)

By: _____ Date: _____

Print Name: _____ Title: _____

Attachments

Exhibit A: Scope of Services

Exhibit B: State Contracting Requirements

Exhibit C: Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT'S DESIGNATED PERSONNEL (see Section 1(c))

The "Designated Personnel" is/are the following individual(s):

[REDACTED]

SERVICES

The "Services" are the following:

[REDACTED]

COMMENCEMENT DATE AND SCHEDULE (see Section 1(d))

The "Commencement Date" is [REDACTED]

The schedule for the performance of the Services is as follows: [REDACTED]

RESTRICTED MATERIAL (if applicable; see Section 2(b))

[REDACTED]

HOURLY RATES (if applicable; see Section 4(c))

[REDACTED]

SCHEDULE OF DELIVERABLES (if applicable; see Section 4(b))

[REDACTED]

APPROVED SUBCONTRACTORS (if applicable; see Section 4(e))

[REDACTED]

EXHIBIT B

STATE CONTRACTING REQUIREMENTS

References in this Exhibit to “Contractor” shall mean Consultant.

1. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d(a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.

2. Contractor, Contract and Owner. For the purposes of this Exhibit, the term “Contract” shall mean the contract to which this Exhibit is attached, and the term “Contractor” shall mean (i) with regard to a construction contract, the Contractor (or Construction Manager, as applicable) identified in the Contract and (ii) with regards to a Standard Fixed Fee Architect’s Contract, the Architect identified in the Contract. For the purposes of this Exhibit the term “Owner” shall mean the University of Connecticut.

3. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

4. Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

5. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

6. State Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Owner shall provide a copy of these orders to the Contractor.

7. Use of UConn Name and Marks. Except as expressly authorized in this Agreement, Contractor is not permitted to use any University name or mark without prior written approval of the University’s Office of Trademark Licensing or such other University official as the University may designate. “University mark” is herein defined as all registered marks to the University’s name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University’s trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University’s Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of this Agreement.

8. Code of Conduct. In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. The Contractor further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a

commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference.

The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

9. Ethics and Compliance. Contractor acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor. As required under Connecticut General Statutes §1-101qq, the Contractor will include the foregoing reference to the state ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

In accordance with the Owner's compliance program, the Owner 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 Owner policies and procedures can report such matters anonymously.

Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of the Contract, of this reporting mechanism

10. Background Checks. The Contractor shall comply with all of the Owner's background screening requirements applicable to the Project (the "Screening Requirements"). If the Project is to take place on the UConn Health campus in Farmington, Connecticut, the Screening Requirements will be outlined in the Specifications for the Project. If the Project is located on any other campus of the Owner, the Screening Requirements will be outlined in the Bid Documents for the Project.

If this Contract is executed prior to the issuance of Specifications or Bid Documents for the Project or, in the event Bid Documents or Specifications for the Project do not contain the Screening Requirements, the Screening Requirements shall include a background check for each individual to perform services for the Project under the Contract. Such background check shall minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor.

The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under the Contract unless that employee, independent contractor or agent is cleared for work on the Project by the Contractor for performing such services in a manner consistent with the Screening Requirements. The Contractor shall immediately remove any employee, independent contractor or agents performing services under the Contract on any campus of the Owner if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the Owner based on a concern of community or individual safety.

In addition to the Contractor's obligations of indemnity under the Contract, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the Owner, and all of their employees, agents and/or assigns for and against any claims, suits or proceedings resulting from or caused by the Contractor's failure to comply with the applicable Screening Requirements, a breach of the Contractor's warranties set forth in this Section 8, and/or the actions or omissions of the Contractor, any subcontractor, sub-subcontractor, consultant, sub-consultant, their respective employees, or any other person or entity for whom any of them is responsible.

11. Whistleblowing. The Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such

statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

12. Campaign Contribution Restrictions. For all State contracts as defined in section 9-612 of the Connecticut General Statutes 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 the Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

SEEC FORM 11 CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION (Rev.7/18)
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor 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.

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 —Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/v/see/c. Click on the link to “Lobbyist/Contractor Limitations.”

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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

13. Insurance. The Contractor, for the duration of this Agreement, shall carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers’ compensation and employers’ liability insurance, comprehensive automobile liability insurance, commercial general liability insurance and professional services liability insurance, if necessary, which insurance complies with the requirements set forth on Exhibit C, all at no cost to the University and the State of Connecticut.

14. Non-Discrimination. References in this section to “Contract” shall mean this Agreement.

(a) For purposes of this Section, the following terms are defined as follows: 1) “Commission” means the Commission on Human Rights and Opportunities; 2) “Contract” and “contract” include any extension or modification of the Contract or contract; 3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor; 4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose; 5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; 6) “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; 7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; 8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders; 9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. § 32-9n; and 10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (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 Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(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 (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of the Contract and as they may be adopted or amended from time to time during the term of the Contract and any amendments thereto.

(g) (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 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 Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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.

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EXHIBIT C

INSURANCE REQUIREMENTS

The Consultant 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. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Consultant's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

- | | | |
|-----|------------------------------------|-------------|
| (a) | Commercial General Liability | |
| | 1. Each Occurrence | \$1,000,000 |
| | 2. Products/Completed Operations | \$1,000,000 |
| | 3. Personal and Advertising Injury | \$1,000,000 |
| | 4. General Aggregate | \$2,000,000 |
| | 5. Fire Legal Liability | \$ 100,000 |

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Consultant against other insurable hazards relating to performance.
- (e) Professional Services Liability Insurance: Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$2,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000.00. For policies written on a "Claims Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. Consultant will contractually require any professional services firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above.

All policies of insurance provided for in this Exhibit shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance.