

ADDENDUM #1

DATE: November 8, 2021
TO: All Prospective Bidders
FROM: Lisa Mieszkowicz, Senior Procurement Specialist
RE: **RFQ# LM080121 Energy Analyst Consultant Services**

All respondents are hereby advised of the following amendment to the Request for Qualification documents which are hereby made an integral part of the bid documents for the subject contract, prepared by the University of Connecticut Procurement Services Department.

Proposals submitted shall be deemed to include the following document information as shown in Addendum No. 1. Respondents shall be required to acknowledge receipt of this addendum in their proposal response. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.**

Refer to the following clarifications:

- 1. TECHNICAL CRITERIA – QUALIFICATIONS AND EXPERIENCE Section 3. Project Relevant Experience, Item a. to read as follows:**

*Provide **five (5) examples** of similar assignments: comparable in size and scope, completed within the past **seven (7) years***

- 2. Enclosed is a copy of the Draft Contract**
- 3. Attached is a copy of the Pre-Proposal meeting agenda**

Name of Bidder

Date

Address

Signature and Title



PROCUREMENT SERVICES

CAPITAL PROJECTS AND
CONTRACT ADMINISTRATION

**PRE-PROPOSAL MEETING
RFQ LM080121
Energy Analyst Consultant Services**

November 2, 2021

I. Introductions:

Lisa Mieszkowicz – UConn CPFP

Stanley Nolan – Director of Utility Operations and Energy Management

II. Overview of the Invitation to Bid:

Clarifications regarding the RFQ:

ITB SCHEDULE	DUE DATES*
Non-Mandatory Pre-proposal	November 2, 2021 @ 10:00 AM (ET)
Deadline for Written Inquiries	November 9, 2021 @ 2:00 PM (ET)
Bid Due Date & Time	November 18, 2021 @ 2:00 PM (ET)

- Submit RFI's via email to lisa.mieszkowicz@uconn.edu
- Submissions must be received via e-mail to cpc@uconn.edu In order to maintain the integrity of the bidding process, any bid sent to any other e-mail addresses, other than cpc@uconn.edu may be disqualified.
- Submissions received after 2:00 p.m. will not be eligible for this solicitation
- Addenda/Clarifications: Posted to Purchasing website:
<https://purchasing.ubs.uconn.edu/bid-opportunities-2020/> and
http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2.
- Contract – Draft to be provided in addendum. No Exceptions
- Questions regarding the RFQ and its submission.

III. Scope of Work and Pre-Proposal Meeting Adjournment:

**STATE OF CONNECTICUT
THE UNIVERSITY OF CONNECTICUT**



**CONSULTING AGREEMENT
CONTRACT NO. _____**

THIS CONSULTING AGREEMENT (this “Agreement”) is between the University of Connecticut, a constituent unit of the State of Connecticut (“UConn” or the “University”), and _____ having a business address of _____ (“Contractor”).

The parties agree as follows:

1. Contractor Services.

- (a) Services. The “Services” are the provision of _____ (as further defined in Exhibit B).
- (b) Meetings. Contractor will hold regular status meetings by phone or in person with UConn and Contractor will notify UConn of any factor or occurrence coming to its attention that Contractor 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) Contractor Personnel. Only Contractor’s Designated Personnel (as defined on Exhibit A) shall perform the Services on behalf of Contractor.
- (d) Subcontractors. Contractor will not engage subcontractors in the performance of the Services without UConn’s prior written consent. Contractor 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 Contractor.
- (e) Schedule. Contractor shall commence the Services as stated in Exhibit B at the rates set forth in Section 4 herein upon execution of this Agreement

2. Ownership and Rights.

- (a) Work Made For Hire. Contractor 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 Contractor in connection with 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”) and ownership of the IP Rights shall vest immediately in, and belong exclusively, to UConn,

no rights therein being reserved to Contractor . To the extent that any or all of such work product might be deemed not to constitute “work made for hire,” the Contractor hereby assigns, sells, transfers and sets over to the University the entire copyright, right, title and interest in and to such work and all other rights which the Contractor has or may acquire with respect thereto, including the right to sue for damages and other relief for any past, present, or future acts of infringement of said copyright, and the right to publish, adapt, translate, revise, and reproduce the work. The Contractor will secure appropriate written contracts with each of its subcontractors performing work on the project, which will conform to the requirements of this section.

(b) Restricted Materials. Contractor 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 Contractor does not intend to assign all right to UConn in accordance with Section 2(a) (the “Restricted Materials”). Contractor shall obtain all such third-party permissions or consents before including such materials in the Work Product.

3. Confidentiality. Contractor may not disclose the terms of this Agreement or 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. In addition to the responsibilities in this section 3, Contractor agrees to adhere to and comply with the requirements of the University’s Confidentiality Agreement attached hereto as Exhibit C.

4. Compensation.

(a) Maximum Amount Payable. The “Maximum Amount Payable” due to Contractor under this Agreement is _____ dollars (\$_____). Compensation shall be due to Contractor only to the extent provided in this Section 4.

(b) Amount. Upon Contractor’s completion of the Services to the reasonable satisfaction of UConn, Contractor shall be entitled to invoice UConn (as provided in Section 4(c)), and UConn shall pay Contractor (as provided in Section 4(c)), in accordance with the Payment Section as set forth on Exhibit A. Contractor will not be compensated separately for travel expenses or other expenses incurred by Contractor to perform the Services; all such expenses will be borne by Contractor.

(c) Payment and Discount. Each payment due hereunder shall be made within thirty (30) days of the date of a properly-submitted invoice issued by Contractor for such payment. Each invoice shall be in a form reasonably satisfactory to UConn.

5. Contractor Warranty. Contractor 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. Contractor 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 Contractor's representations and warranties set forth in Section 5.

7. Term and Termination.

(a) Term. The term of this Agreement shall commence on the date executed by both parties ("Start Date") and shall expire _____ from the Start Date, unless earlier terminated as provided herein. In the event some or all of the Services will not be completed upon expiration of the aforementioned term, UConn may extend the Term by written notice to Contractor at no additional cost to UConn. Upon such extension, the period of such extension shall be considered part of the "Term" for the purposes of this Agreement and all such terms and conditions contained in this Agreement shall remain in effect during such period.

(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 seven (7) 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 and for any reason upon written notice to Contractor.

(d) Effect of Termination. Upon any termination of this Agreement: (i) UConn will pay, within thirty (30) days, all undisputed amounts owing to Contractor for Services performed under this Agreement, as the case may be, as of the termination date; (ii) Contractor will deliver, in a format agreed upon by the parties, the Work Product (including all works in progress) created pursuant to this Agreement, as the case may be, to UConn; and (iii) Contractor 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, as the case may be.

(e) Survival. The following Sections shall survive the termination or expiration of this Agreement: Sections 2, 3, 4, 6, 7(d) and 8.

8. Miscellaneous.

(a) Relationship of the Parties. Contractor 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. Under no circumstances shall Contractor look to the University as his/her employer, or as a partner, agent or principal.

Contractor shall not be entitled to any benefits accorded to University's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

- (b) 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(b). 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.
- (c) 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.
- (d) 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.
- (e) Integration; Amendment. This Agreement (including any exhibits or schedules attached hereto) contains the entire agreement of the parties relating to its subject matter as of the date hereof. This Agreement may not be amended, except by a writing signed by both parties and if applicable, approved as to form by the Office of the Attorney General of the State of Connecticut, provided that UConn may extend the term as provided in Section 7(a).
- (f) Assignment. This Agreement shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. Contractor may not assign its rights or obligations pursuant to this Agreement without UConn's prior written consent.
- (g) State Contracting Requirements. The parties acknowledge and agree that the state contracting provisions attached to this Agreement as Exhibit D are incorporated into this Agreement.
- (h) Construction. When used in this Agreement, "including" and 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.
- (i) Counterparts. This Agreement may be executed and delivered in counterparts by facsimile or other electronic means.

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

(Signature page to follow)

UNIVERSITY OF CONNECTICUT:

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

AGO Approval (As to Form)

By: _____

Print Name: _____

Date: _____

Title: _____

The undersigned, being the person signing the Agreement, swears that the representation in the Consulting Agreements Representation provision in this Agreement is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Agreement

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/Notary Public

My Commission Expires

EXHIBIT A

CONTRACTOR'S DESIGNATED PERSONNEL

Without limitation, _____ shall be the designated consultant to perform any and all of the Services.

FEE/PAYMENT/PRICING TERMS:

Contractor will provide services to University on a time and materials basis at an hourly rate of \$_____per hour. Contractor will submit monthly invoices on the first of each month for the prior months' services with detailed information, including completed deliverables and the number of hours spent in executing each deliverable. University will review, confirm and approve all invoices prior to payment being made. Payments will be made on a net thirty (30) day basis.

EXHIBIT B – SERVICES

The “**Services**” are the following:

Contractor will provide the following services:

EXHIBIT C

Agreed Specification of Services Regarding the Duty to Safeguard Private Information and Confidentiality

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Each party shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University’s sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA**
 - a.) **CONFIDENTIAL DATA.** The data available in the course of providing Services to or on behalf of the University shall be considered Confidential Information, unless a party indicates otherwise in writing. Such Confidential

Information may contain data associated with faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act (“HIPAA”), Gramm-Leach Bliley Act (“GLBA”), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

- b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.
- c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
- d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. **BREACH OF CONFIDENTIALITY.**

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University.

For purposes of this Agreement, “Unauthorized Access,” means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

- (1) Contractor shall immediately notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or

may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by University, to identify the cause, impact and contain such Unauthorized Access (the “Mitigation Measures”).

(2) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor’s failure to comply with the terms of this Agreement, Contractor shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) 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 such Unauthorized Access.

4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:
 - Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
 - Associate Vice President/Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527
5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.
6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially

reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter “Personal Information”). Such Personal Information is Confidential Information of the University. It is the University’s expectation that Contractor will assist the University in its identity theft prevention efforts under *the University’s Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

- Associate Vice President/Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.

EXHIBIT D - STATE CONTRACTING REQUIREMENTS

1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
2. **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.
3. **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.
4. **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.
5. **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 the Agreement as if they had been fully set forth in it. The Agreement 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. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.
6. **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.
7. **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. 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 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.

8. Ethics and Compliance Hotline. In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.
9. Background Checks. The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Agreement unless that employee, independent contractor or agent has completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must 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 shall immediately remove any employee, independent contractor or agent performing services under this Agreement on campus: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University, based on a concern of community or individual safety. Without limiting the obligations of the Contractor under Section 6 of the Agreement, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.
10. Whistleblowing. This Agreement may be subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with such 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, then in accordance with subsection (e) 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 this Agreement. 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 State 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.

11. Campaign Contribution Restrictions. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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.

12. Insurance. The Contractor 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 Contractor'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 Contractor 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, Contractor 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, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. Contractor 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 Section 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.

13. Nondiscrimination.

(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 this Contract and as they may be adopted or amended from time to time during the term of this 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.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

14. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

15. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the

Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

16. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

17. Iran Energy Investment Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

18. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
 Name of Former State Agency Termination Date of Employment

