



INVITATION TO BID

University Contract for Sports Medical Supplies

ITB# CP052919

Bid Release Date

May 30, 2019

Bid Due Date

June 26, 2019 @ 2:00 PM (local)

Buyer: Cathleen G. Paquette
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1.0 Introduction

The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified firms to establish a University Contract for Sports Medical Supplies. Purchases under the current contract total approximately \$200,000.00 per year. This figure is only an estimate and is in no way a commitment by the University to any annual requirements.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Waterbury, and West Hartford. The UConn Health is located in Farmington. Detailed University demographics are available via the following link: [2019 Fact Sheet](#).

3.0 Standard ITB Requirements

3.1 Definitions

- 3.1.1 "Invitation to Bid (ITB)" means all documents, whether attached or incorporated by reference, utilized for soliciting bids. Awards made as a result of an ITB shall be based upon the lowest compliant offer.
- 3.1.2 "Addenda" means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 3.1.3 "Proposer" or "Bidder" means a person, firm or corporation submitting a response to a solicitation.
- 3.1.4 "Contractor" means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.
- 3.1.5 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this ITB.
- 3.1.6 "Non-Acceptance of Proposal" means another proposal was deemed more advantageous to the University or that all proposals were rejected.
- 3.1.7 "Offer" or "Proposal" or "Bid" means the response to this Invitation to Bid.
- 3.1.8 "Services" shall mean all services described within the scope of this ITB.
- 3.1.9 "Agreement" shall mean the contract issued as a result of this Invitation to Bid.
- 3.1.10 "Contract" may be a formal document signed by both parties or a purchase order.
- 3.1.11 "CT-based Businesses" shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to

the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.

3.1.12 "Joint Venture" in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture bids. Please see paragraph 3.13 for specific requirement(s) related to joint venture bids.

3.1.13 "SBE/MBE Firm" shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229.

3.1.14 "University" or "UConn" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.

3.1.15 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.

3.2 Bid Understanding: Bidders must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the bidder's overall qualifications.

3.3 Qualification of Bidders

3.3.1 Bids will be considered from vendors with a demonstrated history of successfully providing similar goods and services to other institutions of higher education or private sector corporations with similar volumes and needs.

3.3.2 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's bid.

3.3.3 The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and services and to perform in an expeditious (workmanlike) manner. The University reserves the right to reject any bid if evidence submitted, or gained through investigation, fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any contract established pursuant to this bid.

3.4 Rendering of Products and Services: Each Bidder must respond to, and indicate capability of, supplying all products and services outlined in the ITB specification.

3.5 Product Requirements

It is not the intent of these specifications to rule out or eliminate any prospective bidder or manufacturer. If the materials or services you intend to bid do not comply with the specifications as written, you are instructed to attach to your bid a complete itemization and explanation for each deviation or variation from the specifications. The University may, at its discretion, consider or deny any deviation and purchase the material which best suits its intended use. The bidder shall not purposely bid goods or services of a lesser quality, which

requires deviation from the specification, if the bidder can furnish the goods or services, which will comply with the minimum technical specifications.

- 3.6 Expiration of Bids: Bids shall remain in effect from the ITB due date and time for a minimum period of 180 days.
- 3.7 ITB Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all bids received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Bid which, in the sole opinion of the University, best fulfills or exceeds the requirements of this ITB and is most advantageous to the University. Firms subject to Non-Acceptance of Bid shall be notified after a binding contractual agreement between the University and the selected Bidder exists or after the University has rejected all bids.
- 3.8 Modified Bids: Modified bids may be submitted up to the due date and time designated for receipt of bids provided they conform to these terms and conditions.
- 3.9 Pricing: the price schedule is located in **Appendix B**. (Instructions are on the first tab.)
- 3.10 Additional Costs: Costs associated with every aspect of labor, materials and service necessary to provide the goods and/or services as specified herein must be included in the net pricing. The University shall not be responsible for any additional costs related to deliveries of goods or services including travel, fuel surcharges or minimum charges that are not included in the response..
- 3.11 Sales Tax Exemption: In accordance Conn. Gen. Stat. §12-412(1)(A), the University is exempt from local, state, and federal excise taxes.
- 3.12 Review of References: The Bidder is required to provide references for projects of comparable size and scope as to this request. The University is particularly interested in references that are research institutions of higher education. **(Use Appendix E)**
- 3.13 Good Faith Negotiation: If the University and selected Bidder(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Bidder. The University will be the sole judge of the suitability of the proposed Agreement(s).
- 3.14 Incorporation of Bid: Bids submitted in response to this ITB may, at the University's option, be incorporated into an executed contract.
- 3.15 Bid Preparation: The University will assume no cost for bid preparation and/or submission. All costs will be borne at Bidder's expense.
- 3.16 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this ITB, the mandatory requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.

- 3.17 Notification of ITB Status: Upon completion of the ITB review process, all Bidders will receive a ITB status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.
- 3.18 Debriefing: Requests for debriefing by Bidder will be accommodated upon request.
- 3.19 Exceptions to Standard ITB and/or Contract Terms and Conditions: All exceptions and/or alternates must be outlined in Appendix A – Specifications Matrix.
- 3.20 Contract Term: The initial term of the contract resulting from this ITB shall be from the date of award to July 31, 2020 with options to extend for up to four (4) additional one (1) year terms. Said options will only be exercised upon satisfactory performance and by written consent of the University. Such intent to renew shall be conveyed to the firm in writing prior to the effective end date of the contract term.

4.0 Scope of Work

- 4.1 Overview: The requirement for these products/services are established to support the Department of Athletics on the main campus in Storrs. It shall include all necessary service, training and support. The contract shall be available to, and may be utilized by, other departments (Kinesiology, Student Activities, etc.) as well as regional campuses.
- 4.2 Service & Support: In order to meet the specific needs of the University's Division of Athletics, the successful bidder will be required to provide, at a minimum, the following level of services.
- 4.2.1 A company representative must be assigned to handle the University account. This person must be readily accessible by telephone during normal business hours. The name and telephone number of this individual must be provided within the bid response. **(see item 9 on Form of Bid)**
 - 4.2.2 The representative must have an intimate knowledge of athletic training.
 - 4.2.3 A toll-free telephone number must be provided for order placement and customer service.
 - 4.2.4 24-hour response to e-mail, phone or fax messages
 - 4.2.5 24-hour delivery capability
 - 4.2.6 48-hour delivery for specialized items
 - 4.2.7 Ability to process orders for bulk requirements as well as single item orders
 - 4.2.8 Provide technical information regarding products for the end user, including sourcing and obtaining non-catalog items
 - 4.2.9 Ability to substitute generic items for cost savings
 - 4.2.10 Ability to drop ship items from manufacturer
 - 4.2.11 Assist the Purchasing Department with resolving customer service problems,
 - 4.2.12 Integrate new products into the discount structure of the contract,
 - 4.2.13 Amend the discount structure to meet new University requirements, i.e., providing special pricing for unusually large orders and/or high volume items,
 - 4.2.14 Devote as much time as is necessary to effectively meet the needs of the University as they relate to any contract resulting from this bid solicitation.

4.3 Product Requirements:

4.3.1 On-line access to include the following features:

- Instant access to pricing and availability of all items listed.
- Real time access of shipping schedules and back-orders.
- Ability to offer substitutes for discontinued products or stock outs.
- Ability to cross- reference other supplier's catalogue.

4.3.2 Bids must include a complete list of the manufacturers for which the vendor is an authorized distributor. **(Attach as Exhibit 1)**

4.3.3 Vendor must have the ability to cross-reference other suppliers and manufacturers' catalog numbers.

4.3.4 Vendor must have the ability to offer substitutes for discontinued products or stock outs.

4.4 Ordering Procedure: Orders may be placed via purchase order through e-commerce portal, release against a blanket purchase order or on standard purchase orders as required.

4.5 Delivery:

4.5.1 The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice. Indicate the method of deliver of goods (e.g., common carrier, fleet, etc.) in the response.

4.5.2 Shipping Terms: All orders shall be FOB destination, freight included. **(See item 10 on Form of Bid)**

4.5.3 Acceptance of the total delivery by signature based on total package count and manifest does not represent transfer of responsibility to the University for the contents of each package. In the event of shortage, overage or damage within the package, the vendor will accept University documentation for resolution.

4.5.4 The vendor shall resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the vendor shall take all of the steps University Procurement Services deems necessary.

4.6 Return Policy

4.6.1 Describe in detail your company's return policy with any appropriate copies of required documents (e.g. return for credit forms). The University desires the most streamlined process possible. **(Attach as Exhibit 2)**

4.6.2 Products returned because shipped in error, quality issues, duplicated shipments, outdated products, etc., shall be picked up by the vendor within five (5) business days after notification, **with no restocking fee**, and shall be replaced with specified products, or the University shall be credited for the full purchase price in same or next billing cycle.

4.6.3 Products ordered in error by the University may be returned for credit **without penalty** (restocking fee) when returned within thirty (30) days of receipt, unused). It is understood by the University that products must be in resalable condition (original container, unused).

4.7 Warranty: The vendor shall unconditionally warrant all products as being free from defects and capable of performing when operated within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance of products, the vendor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University.

5.0 Instructions to Bidders

5.1 ITB Schedule

RFP SCHEDULE	DUE DATES*
ITB Issue/Release	5/30/2019
Deadline for Questions	6/17/2019
Response to Bidder Questions	6/18/2019
Bid Due Date & Time	6/26/2019 @ 2:00 p.m. (local)
Contract Service Effective	8/1/2019
*Subject to change as deemed necessary by the University.	

5.2 Point of Contact: All communications and/or inquiries regarding this ITB **must** be directed to the contact person identified below. All questions must be submitted in writing using the Procurement Professional's email address no later than Deadline for Written Inquiries date listed above in Section 5.1.

5.2.1 Cathleen G. Paquette
E-mail: cathleen.paquette@uconn.edu

5.2.2 Kathleen Kearney
E-mail: kathleen.kearney@uconn.edu

5.3 Communications:

5.3.1 Upon formal issuance of a ITB, the University and Bidder(s) will cease all informal communications relevant to the ITB and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Bidder(s), all other Bidders have been notified as to their ITB status, or when the University formally rejects all bids and cancels the ITB process. Failure to adhere this provision may result in a Bidder being declared ineligible, bid rejection, or ITB cancellation. The University will not respond to any request for clarification received after the deadline for Written Inquiries, as indicated in Section 5.1, has expired.

5.3.2 Under no circumstances, may any bidder or its representative contact any employee or representative of the University regarding this ITB prior to the closing date, other than as provided in Section 5.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in bidder being considered as non-compliant and ineligible for award.

5.4 Addenda: Addenda are issued in response to Bidder questions and/or University clarifications and revisions to the ITB. Addenda are incorporated into the ITB and may be incorporated along with the ITB into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities/> and the State of Connecticut Department of

Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 . The Bidder is solely responsible to obtain/retrieve addenda from either website. Failure of a Bidder to retrieve any addendum shall not relieve the Bidder of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Bidder and returned with the bid. Failure to sign and return any and all addenda may be grounds for rejection of the bid response. Further, addenda must be acknowledged on the Form of Bid, Section 8.0.


5.5 Pre-Bid Conference: **NOT APPLICABLE**

5.6 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:

5.6.1 [UCONN Parking Services \(Main and Regional Campuses\)](#)

5.6.2 [UCONN Health Center Public Safety, Farmington, CT](#)


6.0 Submission Instructions:


- 6.1 ITB Due Date and Time: Bids are due on **Wednesday, June 26, 2019 at 2:00pm (local)**. Any bid received after the stated due date and time will be rejected and may be returned to the Bidder upon their request and at their expense. Facsimile, emailed, or unsealed bids will not be accepted under any circumstances.
- 6.2 Deliver to Address:
Cathleen G. Paquette
University of Connecticut
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
- 6.3 Sealed Bids: Bids must be submitted, in a media format as identified below in Section 6.4, in a SEALED envelope or carton, clearly marked with the ITB number and the name and address of the Bidder. Responses must be delivered in a sealed parcel. ELECTRONIC TRANSMISSIONS ARE NOT ACCEPTABLE.
- 6.4 Bid Media: Enclose an electronic version of the original bid compiled, supporting documentation and required forms (pdf) on a USB flash drive.
- 6.5 Bid Submittal Format: Provide a bid formatted as specified. PDF formatted portions shall be bookmarked identifying the appropriate submittal reference.
- 6.5.1 FORM OF BID FORM: (See Section 8.0) **(pdf)**
- 6.5.2 Bid Content:
6.5.2.1 **Appendix A** – Specifications/Terms Matrix (submit **xls file**)
6.5.2.2 **Appendix B** – Pricing Matrix (submit **xls file**)
6.5.2.3 **Appendix C** – Company Profile
6.5.2.4 **Appendix E** – References
6.5.2.5 **Appendix F** – CCPG Form
- 6.5.3 Additional Information:
6.5.3.1 complete list of manufacturers (**Exhibit 1**)
6.5.3.2 return policy (**Exhibit 2**)
- 6.5.4 Required Forms (all are required unless marked as Not Applicable)
6.5.4.1 BIDDER CONTRACT COMPLIANCE MONITORING REPORT
 [Notification to Bidders/Contract Compliance Monitoring Report](#)

6.5.4.2 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Bidders to submit the following state contracting forms when contracting with state agencies.

Form 1 Gift and Campaign Certification  [Form 1 Adobe.pdf](#)

Form 5 Consulting Agreement Affidavit  [Form 5 Adobe.pdf](#)

Form 6 Affirmation of State Ethics Laws Summary  [Form 6 Adobe.pdf](#)

Form 7 Iran Certification  [Form 7 Adobe.pdf](#)

6.5.4.3 Non-Discrimination Certification: **Complete and submit Form C**
<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

6.5.4.4 SEEC FORM 10 Acknowledgement of Receipt
[SEEC FORM 10 Acknowledgement of Receipt](#)

6.5.3.5 Connecticut Economic Impact Form:
[Connecticut Economic Impact Form](#)

6.5.3.6 Anti-Collusion Affidavit (See Attachment 1)

7.0 Standard Contract Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of bids and the award of a contract. Bidders are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

- 7.1 **Contract Status:** The response to this ITB will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with Section 8.16 will issue an acceptance of the bid offer.
- 7.2 **Contract Format:** The resulting contract will be in the form of a Purchase Order issued by the University of Connecticut and incorporating all agreed upon terms and conditions.
- 7.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 7.4 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 7.5 **Notification of Selected Firm:** It is the University's intention to review bids, complete contract negotiations and execute an agreement on or before the date outlined in section 6.1. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 7.6 **Contract Commencement:** The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this ITB.
- 7.7. **Ownership of Subsequent Samples:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this ITB shall be the sole property of the University unless otherwise stated in the contract.
 - 7.7.1 The quality of accepted samples does not supersede the specifications for quality in the ITB unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
 - 7.7.2 Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.
- 7.8 **Independent Price Determination:** In the bids, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this ITB:

- 7.8.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 7.8.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 7.8.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 7.9 **Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University. In such cases, permission shall be furnished by the University in writing and must be secured prior to the awardee incurring such expense(s). Furthermore, all reimbursements shall comply with policies found at <http://www.travel.uconn.edu>. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.
- 7.10 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the Proposer's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement. The lessor pledges to do all things possible to maintain such tax exemption, including promptly assisting the University in completing any related IRS Forms including Form 8038G or GC and any associated information including the amortization schedule for each lease.
- 7.11 **Non-appropriation of Funds:** Notwithstanding any other provision of this ITB or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.
- 7.12 **Indemnification Requirements**
- 7.12.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this ITB. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the Proposer, Proposer's employees and any other person subject

to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.

7.12.2 The Proposer agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

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

7.13 **Liens:** The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the Proposer.

7.14 **Choice of Law and Venue:** The terms and provisions of this ITB and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.

7.15 **Actions of Proposer:** The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of or with the University.

7.16 **Award**

7.16.1 A contract will be awarded to the Bidder or Bidders whose bids the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the ITB, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

7.16.2 The University may reject the bid of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

7.16.3 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

7.16.4 It is the University's intent to make a single award as a result of this ITB.

- 7.16.5 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions and execution of the applicable required State of Connecticut certifications and affidavits. A purchase order will be issued.
- 7.16.6 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.
- 7.16.7 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 7.16.8 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
- 7.16.9 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such Proposer, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
- 7.16.10 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 7.16.11 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.
- 7.16.12 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
- 7.16.13 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.
- 7.16.14 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.

7.16.15 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

7.16.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

7.17 Payments under a Contract Award:

7.17.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

7.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

7.17.3 **Payment Terms:** Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder's bid and appropriately noted on the Form of Bid. Terms other than those indicated above will be subject to University approval.

7.18 **Evaluation of Performance:** During or after the term of any contract or other agreement that results from this ITB process, the University may conduct evaluations of the successful Proposer's performance including, but not limited to equipment, staffing, supplies and services. The successful Proposer may be requested to provide a quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

7.19 Business Relationship Affidavit

7.19.1 The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this ITB, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted bid automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**

7.19.2 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

- 7.20 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its bid, any relationships, which may constitute a potential conflict of interest with University Procurement Services, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.
- 7.21 **Equal Employment Opportunity Requirements**
- 7.21.1 In entering into any contract resulting from this ITB, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.
- 7.21.2 The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.
- 7.22 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 7.23 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 7.24 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 7.25 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use. All goods provided shall be warranted for at least one (1) year.
- 7.26 **Proposer Personnel, Forms and U.S. Export Control Regulations:**
- 7.26.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.
- 7.26.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

7.26..3 Each Proposer shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

7.27 **Information Provided by the University:** The University of Connecticut has, in this Invitation to Bid and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract. Subject to these limitations, this Invitation to Bid contains information describing University communities, operations and planned programs.

7.28 **Responsibilities of the Proposer:**

7.28.1 **Observing Laws and Regulations:** The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

7.28.2 **Representations:** Each firm, by submitting a bid, represents that it:
a. Has read and completely understands the bid documents; and
b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

7.28.3 **Purchase Orders:** Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

7.29 **Repairs to Property Damage:** Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

7.30 **Access Management Plan:** The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University's Access Management Plan can be found at <http://www.park.uconn.edu/amplan.html>. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

7.31 **Insurance Requirements:**

7.31.1 **Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the

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

- (a) Commercial General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Personal and Advertising Injury \$1,000,000
 - 3. General Aggregate \$2,000,000
 - 4. 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 award.

- (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 awarded Proposer against other insurable hazards relating to performance.

7.31.2 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. All such policies shall be issued in the name of the awarded Proposer, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut. Policies shall waive the right of recovery against the University and shall be primary.

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

7.32 **License:** Any Agreement resulting from this ITB will not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

- 7.33 **OSHA Compliance:** All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the bid response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement Services immediately by registered mail.
- 7.34 **Advertising/Sponsorship Opportunities:** In submitting a bid, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 5.2 for details on how to pursue such a relationship.**
- 7.35 **Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 7.36 **Intellectual Property:**
- 7.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this ITB.
- 7.36.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this ITB including its use by the owner, unless otherwise specifically stipulated.
- 7.36.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.
- 7.36.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

7.37 Confidential Information:

7.37.1 The University treats Bids as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, said Respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Bid. However, any such information is provided entirely at the Respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Respondent in connection with its bid.

7.37.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work.

7.38 Responsibility of Those Performing the Work:

7.38.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this ITB by the Proposer.

7.38.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

7.38.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

7.39 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements would need to be borne by the owner of said trade secrets, not the University. Further, if the

entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

- 7.40 **Mandatory Affidavits:** The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806
- 7.41 **Joint Ventures:** Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.
- 7.42 **Executive Orders of the Governor:** Any Contract awarded pursuant to this solicitation 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. At the Proposer's request, the Client Agency shall provide a copy of these orders to the Proposer. 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, in accordance with their respective terms and conditions.
- 7.43 The University of Connecticut is an equal opportunity employer.
- 7.44 **Ethics and Compliance Reporting/Whistleblower Protection:** 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 sub-Proposers, who are involved in the implementation of this contract, of this reporting mechanism.
- 7.45 **State Elections Enforcement Commission (SEEC) Requirements:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement

Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.46 **Nondiscrimination Warranties:** An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Proposer" and "Proposer" include any successors or assigns of the Proposer or Proposer; (iv) "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; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "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; (ix) "minority business enterprise" means any small Proposer 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 Connecticut General Statutes § 32-9n; and (x) "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 Proposer is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as

defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Proposer 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 Proposer further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Proposer 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 Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer'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 Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer 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 such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Connecticut General Statutes §46a-56; provided if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer 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 Proposer 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 Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer 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 Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Proposer 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 Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer 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 sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Connecticut General Statutes § 46a-56; provided, if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7.47 **On-Site Accommodations:** In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

- 7.48 **Termination for Cause:** The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract. The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 7.48.1 If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - 7.48.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.
 - 7.48.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
 - 7.48.4 The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - 7.48.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.
- 7.49 **Termination for Convenience:**
- 7.49.1 The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - 7.49.2 If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 7.50 **Corporate Social Responsibility:** In consideration of the University's 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 Proposers (the "Proposer Code of Conduct"). Proposer hereby acknowledges receipt of the Proposer Code of Conduct for which a copy can be found at <http://csr.uconn.edu/>.

8.0 Form of Bid

Date: June 27, 2019

TO: University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

1. The undersigned bidder, in response to our Invitation to Bid for a University Contract for Sports Medical Supplies, having examined the bid documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Invitation to Bid, in accordance with the bid attached hereto.
2. Bidder acknowledges receipt of the following addenda which are a part of the bidding documents:

Addendum #1

addendum #2

addendum #3

addendum #4

These spaces may be left blank if no addenda were issued.

3. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this bid is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. Is bidder **currently** a State of Connecticut Small Business Enterprise and **certified** with DAS?

Yes () If yes, a Copy of the Certificate must be attached to your bid

No ()

8. Payment Terms: _____

9. Method of delivery of goods: _____
(e.g., common carrier, fleet, etc.)

10. Representative:

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2015

Firm Name: _____

Address: _____

F.E.I.N. # _____

Authorized Signature _____

Print Name/Title: _____

E-Mail: _____

NOTE: If your firm has not provided goods or services to the University, or there has been a gap since goods or services were provided, you may be required to register as a new vendor.