University of Connecticut



 **Purchasing Agreement**

**for**

**Chemical Waste Disposal and Related Environmental Services**

**Contract No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement (hereinafter “Agreement”) is made and entered into by and between:

**University of Connecticut *and***

**Purchasing Department**

**3 Discovery Drive, Unit 6076**

**Storrs, CT 06269-6076**

*hereinafter* ***“University****” hereinafter* ***“Contractor”***

**Kathleen Kearney/860-486-2621**

University Contract Administrator/Phone Contractor Contact/Phone

**Section 1**

**DEFINITIONS:**

**A. “EPA Method Management Code”** shall mean the codes assigned by the United States Environmental Protection Agency (EPA) to identify waste and identified in Exhibit A.

1.1. **Term:** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter “Services”) referenced herein from:

1.1.1 **Effective Date**: Upon mutual execution **End Date**: Twelve (12) months

 By mutual agreement of the parties, this Agreement may be extended for five (5) additional one (1) year subsequent periods or parts thereof. To exercise an extension option, the University shall provide written notice to the Contractor’s Representative no later than thirty days prior to end of the then-ongoing Term. If requested by the University, the Contractor shall enter into an amendment to this Agreement memorializing the exercise of an Extension Option (provided that the forgoing shall not be construed as requiring any such amendment to exercise an Extension Option.) The University shall exercise an Extension Option at its sole discretion. If the University declines to exercise an Extension Option, this Agreement shall expire effective on the expiration of the then-ongoing Term.

* + 1. **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General, if required, prior to the end date of this Agreement.

1.2. **Brief Summary of Services:** Contractor shall provide chemical waste packing and disposal services.

* + 1. **Service Location**: Contractor will provide Services for the University’s main campus at Storrs, its regional campuses at Hartford, Waterbury, Mansfield Depot, Stamford and Avery Point; and its Health Center in Farmington.

1.3 **Maximum Amount Payable: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1.3.1 **Payment/Pricing Terms**: Contractor shall invoice University for the number of hours of labor provided and van usage hours used to pack waste multiplied by the rates set forth below. For waste pick up the Contractor shall invoice University the number of containers, pounds or cubic yards of hazardous waste removed in accordance with the rates set forth in Exhibit A. All rates shall remain the same for work performed on an emergency basis.

|  |  |  |
| --- | --- | --- |
| **Labor Category** | **Responsibilities** | **Cost per hour** |
| Onsite Support Specialist | Lead chemist providing onsite environmental services and routine chemical waste collection services. |   |
| Labpack Chemist | Identification, segregation and packaging of chemicals for off-site shipments. |   |
| Environmental Technician | Waste packing services, remediation, and reclamation services. |  |
|  Emergency Responder | Chemical spill and incident responder. |   |

|  |  |
| --- | --- |
| **Other Services** | **Cost** |
| Van for onsite transportation for the packaging of waste |  |
| Distribution of electronic manifests |  |
| Characterization of unknown or unidentified laboratory chemicals |  |

1.3.2 Contractor shall invoice University monthly. (insert payment terms)

1.3.3 All prices shall remain fixed for the initial term of this Agreement. Price increases thereafter, and for the duration of this Agreement, will only be allowed:

a) the price increase is based on a documented increase in the Contractor’s net cost of providing the service or other discounts allowed and documentation evidencing said change is provided by the Contractor to University,

***OR***

b) when the requested increase is in accordance with the latest issue of the Consumer Price Index (CPI);

 ***AND***

c) when the University is notified by the Contractor at least thirty (30) business days prior to the effective date of the proposed increase.

1.4 **Detailed Contractor Responsibilities**:

1.4.1 Contractor shall provide at least 5 days of onsite service per week at Storrs.

1.4.2 Contractor shall provide off-site waste shipments from the following campuses:

* + Storrs Campus – Every Month
	+ UConn Health – Every 2.5 Months
	+ Avery Point and Depot Campus – Every 3 Months
	+ Stamford- Every 6 months
	+ Hartford and Waterbury – Every 12 Months
		1. Contractor shall complete routine chemical waste pickup requests from campus satellite accumulation areas and transport the waste back to the campus main accumulation area.
		2. Contractor shall complete biomedical waste pickups upon request and transport the waste back to the campus main accumulation area
		3. Contractor shall only use disposal sites having EPA permits for treatment, storage and disposal of waste.
		4. The successful firm must only dispose of wastes by methods specifically identified in the proposal*,* unless the contractor received prior written authorization by EHS.
		5. All waste must be disposed of within the United States unless the contractor can demonstrate that there are no means for disposing of the waste within the United States. Under such circumstances, the contractor must receive written authorization by EHS prior to disposal of wastes outside of the United States.
		6. Contractor shall only use transport vehicles that meet all applicable Federal and State Department of Transportation (DOT) regulations for waste removal, and shall provide all necessary transport vehicle placards as required by law.
		7. Contractor shall provide an annual statement that they have developed a transportation security plan in place, and have properly trained their employees in the security risks associated with hazardous materials transportation.
		8. Contractor shall prepare all necessary shipping manifests, land disposal restriction notifications, and all other necessary shipping papers according to Federal, State and local laws. Before shipping University hazardous waste off-site, Contractor shall present shipping manifests and other necessary shipping papers to University’s Environmental Health and Safety representative for review and signature.
		9. Contractor shall provide a certificate of final destruction for all wastes managed and otherwise disposed under the terms and conditions of this Agreement. Each certificate shall specify the manifest tracking number, profile number, and drum identification number or, name and location of final disposal site, EPA Method Management Code, and date of disposal. If waste is transferred from one manifest to another, a waste tracking sheet must be issued which shows the original manifest outbound from the University and the receiving manifest. Tracking documents are to reference and be limited to the original manifest, line item, profile number, container number and shipping date.
		10. The certificate of final destruction or the waste tracking document must indicate the waste handling/disposal methods utilized by the initial treatment, storage and disposal facility (TSDF) and all other subsequent TSDFs utilized in the storage and ultimately treatment/disposal of the University’s wastes, inclusive of the United States Resource, Conservation and Recovery Act for hazardous and non-hazardous waste. These documents must also indicate the applicable waste handling/disposal EPA Method Management Code.
		11. Contractor shall not subcontract for any services provided under this contract without prior written approval from the University.
		12. Contractor shall ensure that all waste is handled, segregated, marked and labeled in compliance with all Federal, State and local regulations.
		13. Contractor shall ensure that all hazardous waste shall be packaged in containers meeting the requirements of 49 CFR and applicable D.O.T regulations. All waste shall be fully identified on a drum inventory sheet for each hazardous waste container (Labpack).
		14. Contractor shall provide and maintain sufficient chemical emergency and/or spill response equipment to deal effectively with accidents involving hazardous material and waste removal. Accidents that occur during the performance of this Agreement must be promptly mitigated by Contractor without additional charge to the University. University reserves the right to have emergency mitigation services performed by other means, if in the judgment of the University Contractor fails to properly respond to an emergency situation. Contractor shall be responsible for any of these additional charges.
		15. Contractor shall provide a 24 hour, 7-day/week emergency call number.
		16. Contractor shall allow for self-packaging of Labpacks by University’s Environmental Health and Safety staff, and shall provide training to EHS staff intending to self-pack, based on mutual consent of the Labpack profile.
		17. Contractor shall respond to requests for services from University within two (2) weeks of the date of the service request. All drums packaged by Contractor shall be removed from the premises of the University within ten (10) days of the completion of packaging.
		18. Contractor shall maintain written profiles of existing waste streams, and develop profiles for new waste streams without cost to the University.
		19. **Note any additional services to be provided at no additional charge (per RFP 4.4.7)**
		20. Contractor will provide Services during normal working hours, except as otherwise directed or approved by the University. “Normal working hours” is defined to be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding State holidays. Service appointments must be made 24 hours in advance.
		21. The contractor shall not be an employee of the University, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments that shall bind the University, or to otherwise act on behalf of the University except as the University may expressly authorize in writing.
		22. Personnel used for the performance of this work shall be properly trained and qualified for work of this type. The University reserves the right to refuse to accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work.
		23. Contractor shall provide all necessary safeguards for safety and protection, as set forth by the State of Connecticut, the United States Department of Labor Occupational Safety and Health Administration.
		24. All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of the University. The contractor shall promptly correct any area of service, testing or inspection that has been determined to be unsatisfactory by the University, at no additional expense.
		25. Contractor shall be responsible for the acts and omissions of all the firm's employees and all subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned. The contractor shall dismiss incompetent or incorrigible employees from the project when so determined by the University, and such persons shall be prohibited from returning to the work site without written consent from the University.
		26. All services provided to the University shall be fully and unconditionally guaranteed by the Contractor.
		27. Contractor shall perform work under this Agreement in such a manner as to not to interrupt or interfere with the operation of activities within the buildings and surrounding University facilities.
		28. Contractor shall store its apparatus, supplies, materials and equipment in an orderly fashion so as not to interfere with the progress of the Contractor's work, the work of the University or any other contractor employed by the University.
		29. Any damage, including damage to finished surfaces, resulting from the performance of work under this Agreement shall be repaired to the University's satisfaction at the contractor's expense, except such as may be directly due to the sole negligence of employees of the University.
		30. Contractor shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the firm's performance relative to timeliness, accuracy, quality, and cost competitiveness.

1.5 Assignment/Modification

Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.

1.6 Promotion

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

1.7 UCH Policies

In addition to University policies and procedures, the vendor will comply with John Dempsey Hospital policies and procedures, as well as all applicable laws, ordinances, rules, regulations, standards and orders of governmental, regulatory and accrediting bodies, including, but not limited to, the Joint Commission on the Accreditation of Health Care Organizations (JCAHO), having jurisdiction in the premises that are applicable to the conduct of physicians.

1.8. **Notice**: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University\*: The University of Connecticut, Attn: Kathleen Kearney, 3 Discovery Drive, U-6076, Storrs, CT 06269

If to the Contractor\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Note: \*Any party may change its Notice information by giving written notice in accordance with this Section.]

**Section 2 - State of Connecticut Required Terms and Conditions**

2.1. Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the Universitywith authority to enter into contracts in the pursuit of its mission.

2.2. 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.

2.3. 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.

1. 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

Umbrella Liability – Each Occurrence $1,000,000

1. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than $2,000,000 /occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses.The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
2. 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.
3. Workers’ Compensation and Employer’s Liability:  As required under state law.
4. 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.

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 Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement.  Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University.  All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days’ notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall be primary.

2.4. Indemnification.

 The Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor’s employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.

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

2.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.

2.7. Non-discrimination. References in this section to "Contract" shall mean this Agreement.

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

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of 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.

2.8 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.

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

2.10. Campaign Contribution Restrictions. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.

2.11. Termination for Cause**.** The Universitymay terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor 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.

(a) If the Contractor and the Universityreach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

(b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the Universityreserves the right to terminate the agreement at that time by written notice of such termination.

(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the Universityreserves the right to terminate the contract at that time by written notice of such termination.

(d) The Universitywill be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

(e) 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 Contractor.

2.12. Termination for Convenience.

(a)   The University may terminate this 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.

            (b)    If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice, and the University will remain responsible for payment of all products and services rendered thorough the date of such termination

2.13. Force Majeure.If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement. This section does not excuse the Contractor’s obligation to take reasonable steps to follow its normal disaster recovery procedures.

2.14 Contract Assignment:  No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.

2.15. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The parties agree that they have specifically negotiated the terms of this Agreement and that the provisions of this Agreement shall govern and control over any inconsistent provision set forth in any terms of use, terms of service, terms and conditions, click-through or shrinkwrap provisions, even if accepted by a University end user, absent specific written agreement of the parties to the contrary. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same. This Agreement or Amendment (as the case may be) may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

 2.16 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.

2.17 University Policies. The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at http://policy.uconn.edu/ and include, without limitation, the University’s smoking policy available at http://policy.uconn.edu/2011/06/02/smoking/. In the event the University establishes new policies or procedures following issuance of this Agreement, or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.

2.18 Use of University Marks.Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University’s Office of Strategic Partnership. “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 Licensingfor approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

2.19 SOC Reporting. In the event that Contractor is providing software as a service, Contractor shall submit to University annually the Service Organization Controls (SOC) reports for Contractor known as SOC I, SOC 2, and SOC 3, if the Contractor has such reports in its possession.

2.20 Additional Required Contractor Signature Authority, Affidavits and Certifications.

 (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.

 (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management “OPM” Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of $50,000 or more in a calendar or fiscal year.  [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.]  The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and Iran Certification (OPM Form 7) which must accompany large State construction or procurement contracts with a value of $500,000 or more.  Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor.  Ethics Affidavits and Certifications can be found at:

 <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

 (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments.  The Nondiscrimination Certification form can be found at:

 <http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc>

 **IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

 **IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**UNIVERSITY OF CONNECTICUT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: By:

Print Name: Print Name:

Title: Title:

Date: Date:

**AGO Approval (As to Form)**

By: Date:

Print Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A – Pricing Table – Hazardous Waste LabPack

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Treatment Method (by EPA MM Code) | Primary or likely end disposal facility (by EPA ID#) | 5 gallon | 15 gallon | 30 gallon | 55 gallon | Foot or pound (please specify) |
| Incineration |  |  |  |  |  |  |  |
| Stabilization / Treatment |  |  |  |  |  |  |  |
| Secure Landfill |  |  |  |  |  |  |  |
| Fuel Blending |  |  |  |  |  |  |  |
| Reactives \*\* |  |  |  |  |  |  |  |
| Loosepacks Incineration |  |  |  |  |  |  |  |
| Chemotherapy and angioplasty waste |  |  |  |  |  |  |  |
| Non-RCRA Hazardous pharmaceutical waste |  |  |  |  |  |  |  |
| PCB devices <50ppm |  |  |  |  |  |  |  |
| PCB devices 50 - 500ppm |  |  |  |  |  |  |  |
| PCB devices >500ppm |  |  |  |  |  |  |  |
| Mercury, elemental |  |  |  |  |  |  |  |
| Mercury spill debris |  |  |  |  |  |  |  |
| Mercury salts, <260ppm |  |  |  |  |  |  |  |
| Mercury salts, >260ppm |  |  |  |  |  |  |  |
| Mercury containing lamps |  |  |  |  |  |  |  |
| Lead/Acid Batteries |  |  |  |  |  |  |  |
| Ni/Cd Batteries |  |  |  |  |  |  |  |
| Lithium Batteries |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

\*EPA Management Method Codes

\*\*Reactives may be broken down and defined as per 40CFR261.23: attach additional sheets as necessary

\*\*\* Indicates Minimum Charge

Exhibit B – Pricing Table – Common Bulk Waste

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Treatment Method (by EPA MM Code) | Primary or likely End Disposal Facility (by EPA ID#) | Container Size | Unit Price |
| NHNR Solids |  |  | Cubic yard box |  |
| Non-Halogenated Solvents |  |  | 55 gallon |  |
| Used Oil |  |  | 55 gallon |  |
| Silica Gel & Lab Debris |  |  | 55 gallon |  |
| Aerosol Cans |  |  | 55 gallon |  |
| Alkaline Batteries |  |  | 30 gallon |  |
| Antifreeze |  |  | 55 gallon |  |
| Gas/Fuel Filters |  |  | 55 gallon |  |
| Halogenated Solvents |  |  | 55 gallon |  |
| Acids & Heavy Metal Solutions |  |  | 55 gallon |  |
| Oily Debris |  |  | 55 gallon |  |
| Oil Contaminated Soils |  |  | 55 gallon |  |
| Solvent Based Paints |  |  | 55 gallon |  |
| Formalin & Ethidium Bromide Solutions |  |  | 55 gallon |  |
| Lead Debris |  |  | 55 gallon |  |
| PCB Debris |  |  | 55 gallon |  |
| Lead/PCB Debris |  |  | 55 gallon |  |
| Specimens in Formalin |  |  | 55 gallon |  |
| Flammable Acidic Solvents |  |  | 55 gallon |  |
| Flammable Caustic Solvents |  |  | 55 gallon |  |
| Photographic Fixers |  |  | 55 gallon |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

\*EPA Management Method Codes

EXHIBIT A

**CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION**

**Rev. 7/18**

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

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

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

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

**PENALTIES FOR VIOLATIONS**

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

**Civil penalties**—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec.](http://www.ct.gov/seec) Click on the link to “Lobbyist/Contractor Limitations.”

**DEFINITIONS**

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory

committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.