



## **INVITATION TO BID**

**ITB # KS110119**

**Chemicals for Snow and Ice Control**

Release Date: November 26, 2019

**Due Date: January 9, 2020 @ 2:00 PM (ET)**

Procurement Services Office

3 Discovery Drive, Storrs, CT 06269

Buyer: Kathleen M. Susca  
Capital Projects and Facilities Procurement  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-4649  
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## 1.0 Introduction

The University of Connecticut (hereinafter referred to as the “University”) is seeking proposals from qualified vendors (hereinafter referred to as "vendor", "proposer", "bidder", “firm”, "respondent" “contractor” or “supplier”) to provide chemicals for snow and ice control as needed for the UConn Storrs campus and branch locations.

## 2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4,300 acres, enrolls over 30,500 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: Groton, Hartford, Stamford and Waterbury, in addition to UConn Law in Hartford and UConn Health in Farmington. Detailed University demographics are available via the following link: <https://uconn.edu/content/uploads/2018/07/INS-004-Fact-Sheet-070918-FY19.pdf>.

## 3.0 Scope of Work

The University of Connecticut is soliciting proposals from qualified and experienced vendors, to supply and deliver the snow and ice melting products required for snow and ice control at Storrs and the branch Campuses.

**3.1 Products Specifications:** Shall be “stock” on hand available from the Suppliers facility, including but not limited to:

**3.1.1 Product # 1,** Sodium chloride and magnesium blended ice melting pellets

Sodium chloride	90.00%
Magnesium	10.00%

**3.1.2 Product # 2,** NaAc Sodium acetate with corrosion inhibitors, solid deicer

Anhydrous sodium acetate	97.00%
Corrosion inhibitors	<1%

**3.1.3 Product # 3,** Treated rock salt with calcium chloride by the ton

Virgin rock salt treated with;	
Calcium Chloride	70.00%
Lingin liquor tree extract	30.00%

**3.1.4 Product # 4,** Treated salt with sodium chloride by the ton

Sodium chloride	94.0-97.0%5.00%
Magnesium chloride	1.72%
Molasses	0.43%

**3.1.5 Product #5, CMA Calcium magnesium acetate pellets**

Hydrated calcium magnesium acetates 94%-97%

Moisture 3%-5%

**3.1.6 Coloring Additive**, may be requested if required, at an additional cost, as a visual marker to affirm application to road and sidewalk surfaces.

**3.2 Product Documentation:** including but not limited to:

**SDS** must be provided for all products submitted for consideration in Appendix F, the Pricing Workbook. The awarded vendor must provide **SDS** with each delivery.

**3.2.2 Laboratory Analysis**, will be required by the supplier, prior to award and at any time during the contract period for all products. Verification will be required to ensure that all products being supplied meet the criteria and original specifications as described in this ITB.

**3.3 Delivery Locations:**

3.3.1 **Storrs Campus**, Discovery Drive, bulk deliveries to transfer station salt shed, by the bag palletized to the Central Warehouse loading docks.

3.3.2 **Avery Point Campus**, 1084 Shennecossett Road, Groton, bulk deliveries to salt shed, palletized to Facilities Operations Building, lift gate needed.

3.3.3 **Stamford Campus**, Franklin Street, loading dock, lift gate required.

3.3.4 **Waterbury Campus**, 99 East Main Street, loading dock located on Savings Street, small – medium box truck required.

3.3.5 **Law School**, 39 Elizabeth Street, Hartford

**3.4 Schedule and Ordering:**

3.4.1 **Initial delivery** of inventory should be in place by mid- October.

3.4.2 **Inventory levels will be monitored by the University Representative.**

3.4.3 **Orders** will be placed by the University Representative, quantities will be communicated at the time of the order.

### 3.5 Deliveries:

- 3.5.1 **Routine Delivery**, is required within two (2) business days and during working hours of the order being placed. A “business day” is hereby defined as Monday- Friday, excluding holidays, “working hours” is hereby defined as between the hours of 6:30 am to 2:00 pm (ET).
- 3.5.2 **Emergency / After Hours Delivery**: is required within twenty-four (24) hours of an order confirmation. An Emergency order may be placed when the stock on hand balances, are below 30% of the required levels, pre and post storm, this determination and order will only be made by the University Representative.
- 3.5.3 **Delivery Status Change**, a Routine Delivery may change to an “Emergency / After Hours Delivery” in the event of ongoing storm activity.
- 3.5.4 **Contractors Representative**, a designated representative from the Supplier must be appointed as the contact responsible for acting as the main point of contact for notifications and to assist with resolving any customer service issues.

### 3.6 Receiving: Advance notification should be made to the University Representative on the day of delivery within two hours of expected delivery time.

- 3.6.1 **Routine Delivery Receiving**: Monday – Friday, excluding holidays, between 6:30-am - 2:00 pm (ET).
- 3.6.2 **Emergency / After Hours Receiving**: between 2:00 pm and 6:30 am, any day including weekends and holidays.

### 3.7 Availability: Supplier must have access to at least two (2) distribution facilities for the specified snow and ice melt products and the ability to deliver from multiple locations in the event of an emergency.

- 3.7.1 Suppliers primary distribution facility must be within a two (2) hour drive of the UConn Storrs campus.
- 3.7.2 In the event of high demand or product shortage, Supplier must have available multiple product sources and the ability to provide acceptable substitutions in sufficient quantity. The University Representative must approve any substitutions.

### 3.9 Qualifications of Firm:

- 3.9.1 The Contracted firm shall maintain all appropriate licensing for vehicles and personnel, insurance, permits, vehicle markings, coding and approvals as may be required to haul equipment over the road in the State of Connecticut.

- 3.9.2 The Contractor shall demonstrate, through the information submitted in its Qualification Statement, that they have a **Quality Assurance/Quality Control Plan**.
- 3.9.3 Contractor shall possess the **managerial commitment** necessary to properly supply these products to the satisfaction of the University under the Contract.
- 3.9.4 The Contractor shall demonstrate, through the information submitted in its Qualification Statement, that they have their own **Health and Safety Plan**.
- 3.9.5 The supplier shall follow all applicable **Federal, State and local regulations** including but not limited to; SDS, OSHA, HAZCOM, SPCC and DOT rules and regulations as well as, University policies and procedures, relating to safe storage, handling, transport and delivery of snow and ice melt products.
- 3.9.6 Prospective firms must be prepared to provide any evidence of experience, **performance ability and/or financial surety** the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 3.9.7 The University reserves the right to **inspect any and all Supplier facilities** with reasonable notification to ensure conformance with mixing requirements described herein.
- 3.9.8 Proposals shall include at least **three (3) references**, (in Appendix G) for clients receiving services similar in size and scope to those of the University.

## 4.0 Instructions to Proposers

### 4.1 ITB Schedule

ITB SCHEDULE	DUE DATES*
ITB Issue/Release	November 26, 2019
Deadline for RFI	Friday, January 3, 2020 @ 2:00PM
<b>Proposal Due Date &amp; Time, Storrs Campus</b>	<b>Thursday, January 9, 2020 @ 2:00PM</b>
*Subject to change as deemed necessary by the University.	

- 4.2 **Point of Contact:** All communications and/or inquiries regarding this ITB **may only be** directed to the procurement professional identified below in Section 4.2.1.

- 4.2.1 Kathleen M. Susca  
University of Connecticut  
Procurement Services  
**E-mail:** [kathleen.susca@uconn.edu](mailto:kathleen.susca@uconn.edu)

4.2.2 **Questions** pertaining to this ITB will only be accepted through the email address in section 4.2.1. No other form of communication will be accepted.

4.2.3 **Deadline** date for Written Inquiries is listed above in Section 4.1.

4.3 **Communications:** Upon formal issuance of an ITB, the University and Proposer(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 Proposer(s), all other Proposers have been notified as to their ITB status, or when the University formally rejects all proposals and cancels the ITB process. Failure to adhere to this provision may result in a Proposer being declared ineligible, proposal rejection, or ITB cancellation. The University will not respond to any request for clarification received after the Deadline for Proposer Questions has expired, see section 4.1.

4.3.1 Under no circumstances, may any Proposer 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 5.11. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in Proposer being considered as non-compliant and ineligible for award.

4.4 **Addenda:** Addenda(s) are issued in response to Proposer 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-2/> and the State of Connecticut Department of Administrative Services' Procurement website at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?Acclast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2). The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 Pre-Bid Meeting and Walk-through: NA

4.6 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:

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

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

4.7 **Contract Document:** A draft of the contract has been attached to this ITB in Appendix A. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered. The University reserves the right to make multiple awards as a result of this ITB, if it is deemed by the University to be in the best interest of the University.

## 5.0 Submission Instructions

5.1 **ITB Due Date and Time:** Proposals are due on **Thursday, January 9, 2020 at 2:00pm (ET)**. Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 **Bid Delivery Address:**

University of Connecticut  
Procurement Services  
Attn: Kathleen Susca  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076

5.3 **Labeling and Packaging:**

- All bid documents, including copies, must be SEALED in envelope or carton.
- The bidders complete company name and address must be marked on the outside of the packaging.
- The Procurement Professionals name, complete address and ITB # as listed below, must be marked on the outside of the packaging.
- **University of Connecticut**  
**Procurement Services**  
**Attn: Kathleen Susca**  
**ITB # KS110119 Chemicals for Snow and Ice Control**  
**3 Discovery Drive, Unit 6076**  
**Storrs, CT 0626-6076**

5.4 **Sealed Bid must include:**

- An original proposal presented in a three ring binder.
- Two (2) copies of the proposal in 2 separate binders.
- One (1) electronic version of the original proposal, please refer to Section 5.4.1



- 5.4.1 Proposal Media:** Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xls) on a USB flash drive.
- 5.5 **Proposal Submittal Format:** Provide a proposal formatted as a PDF **which is clearly bookmarked in accordance with the designations below.**
- 5.5.1 FORM OF PROPOSAL:** (See Section 8.0)
- 5.6 Proposals shall include an exact copy of the "**Form of Proposal.**" All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- 5.7 Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized and in the case of a Joint Venture, by duly authorized representatives of each Joint Venture to execute contracts for the respondent. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected. The name of each person signing the proposal shall be typed or printed below the signature.
- 5.8 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 5.9 The terms and provisions of this ITB and any contract resulting from this ITB shall be construed in accordance with the laws of the State of Connecticut.
- 5.10 Any interpretation, correction, or change of this ITB shall be made by clarification/addendum. Interpretations, corrections or changes of the ITB made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University's Capital Projects & Facilities Procurement Department.
- 5.11 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Office of Capital Projects and Facilities Procurement. In all cases, no verbal communication will override written communications and only written communications are binding.
- 5.12 All additional charges not specified in the proposal will not be honored unless agreed to in writing, by the University's Capital Projects and Facilities Procurement Department.
- 5.13 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as

noncompliant. The University reserves the right to request additional information if clarification is needed.

5.13.1 The University will reject the proposal of any firm and void any award resulting from this ITB to any firm who makes any material misrepresentation in their proposal.

5.14 **Appendices/Required Forms:**

- 5.14.1 Appendix A - Contract Form
- 5.14.2 Appendix B - Company Profile
- 5.14.3 Appendix C - Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
- 5.14.4 Appendix D - Anti Collusion
- 5.14.5 Appendix E - Vendor Code of Conduct Acknowledgement of Receipt
- 5.14.6 Appendix F - Pricing Workbook
- 5.14.7 Appendix G - Client References: Provide a minimum of three (3) client references. Client references should be able to verify accuracy of assertions made by the Vendor.
- 5.14.8 Form 1 - Gift and Campaign Contribution Certification
- 5.14.9 Form 5 - Consulting Agreement Affidavit
- 5.14.10 Form 6 - Affirmation of Receipt of State Ethics Law
- 5.14.11 Form 7 - Iran Certificate
- 5.14.12 Bidder Contract Compliance Monitoring Report
- 5.14.13 Form (A-E), Non-Discrimination Certification
- 5.14.14 SEEC Form 10 Acknowledgement of Receipt
- 5.14.15 CT Economic Impact Form
- 5.14.16 Copy of Insurance Certificate
- 5.14.17 Copy of W-9

5.15 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting forms when contracting with state agencies. By submitting a proposal in response to this ITB, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

5.16 Form 1 Gift and Campaign Contribution Certification: This certification accompanies a proposal for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

5.16.8  [Form 1 Adobe.pdf](#)  [Form 1 Word.doc](#)

5.17 Form 5 Consulting Agreement Affidavit: This affidavit accompanies a proposal for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

5.17.8  [Form 5 Adobe.pdf](#)  [Form 5 Word.doc](#)

5.18 Form 6 Affirmation of Receipt of State Ethics Law Summary: This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Click the desired file format below to download form. Complete and submit.

5.18.8.1  [Form 6 Adobe.pdf](#)  [Form 6 Word.doc](#)

5.19 Form 7 Iran Certification: This certification accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. This form must always be submitted with the proposal, or if there was no RFP process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. . Click the desired file format hyperlink format below to download form. Complete and submit.

5.19.8.1  [Form 7 Adobe.pdf](#)  [Form 7 Word.doc](#)

5.20 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

5.20.8  [Notification to Bidders/Contract Compliance Monitoring Report](#)

- 5.21 Form, Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).
- 5.22.1 <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>
- 5.23 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.
- 5.23.1 [SEEC FORM 10 Acknowledgement of Receipt](#)
- 5.24 Connecticut Economic Impact Form:
- 5.24.1 [Connecticut Economic Impact Form](#)
- 5.25 Anti-Collusion Affidavit  
Please refer to Appendix D to secure this form.
- 5.26 Governor Jodi M. Rell Ethics Memo  
Please refer to Appendix C to view this document.

## 6.0 Standard ITB Requirements

### 6.1 Definitions:

- 6.1.1 "Invitation to Bid (ITB)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- 6.1.2 "Addenda" means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Invitation to Bid Proposal documents by addition, deletions, clarification, or corrections.
- 6.1.3 "Proposer" means a person, firm or corporation submitting a proposal in response to an Invitation to Bid.
- 6.1.4 "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.

- 6.1.5 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this ITB.
- 6.1.6 "Non-Acceptance of Proposal" means another proposal was deemed more advantageous to the University or that all proposals were rejected.
- 6.1.7 "Offer" or "Proposal" means the Proposer's response to this Invitation to Bid.
- 6.1.8 "Services" shall mean all services described within the scope of this ITB.
- 6.1.9 "Agreement" shall mean the contract issued as a result of this Invitation to Bid.
- 6.1.10 "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.
- 6.1.11 "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 proposals.
- 6.1.12 "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.
- 6.1.13 "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 four regional campuses and the Cooperative Extension Offices.
- 6.1.14 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.

6.1.15 “UConn Law” or “UCL” shall mean the University of Connecticut Law School and its affiliates.

6.2 Proposal Understanding: Proposers 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 Proposer's overall qualifications.

6.3 Rendering of Products and Services: Each Proposer must respond to, and be capable of, supplying all products and services outlined in the ITB specification.

6.4 Expiration of Proposals: Proposals shall remain in effect from the ITB due date and time for a minimum period of no less than 180 days.

6.5 ITB Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all proposals 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 Proposal 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 Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.

6.6 Modified Proposals: Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.

6.7 CT Department of Labor, Standard Wage: Department of Labor Service Rates. The awarded Contractor will provide services that have mandated service rate requirements.

6.7.1 The wages paid on an hourly basis to any laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund as defined in Subsection (h) of Section 31-53 and 31-57F of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Contractor's Wage Certification Form.

6.7.2 Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, the bidder shall submit a certified payroll record. The certified payroll shall be

submitted on a monthly basis with a Statement of Compliance to the University.

- 6.7.3 Service Provider must comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's website at <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.html>

6.7.3.1 Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

- 6.7.4 Please note that it will be the successful contractor's responsibility to monitor wage rates issued by the Connecticut Department of labor and ensure that non-supervisory employees are paid the most current wage and benefit rate. Contact the Connecticut Department of Labor with questions. [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us)

6.8 Working Conditions:

6.8.1 The Contractor shall be held solely responsible for any damage to existing structures, systems, equipment and/or site caused as a result of the actions of their representatives, employees and sub-contractors and Contractor shall repair or replace same to its original condition at no additional cost to the University.

6.8.2 Existing walks, driveways and parking areas are to be kept free and clean at all times.

- 6.9 Contractor's Identification: employees must wear Contractors company identifiable attire and a nametag. Contractor's trucks shall be clearly marked with company name.

- 6.10 Responsibility for Damage: Any damage to campus buildings and grounds as a result of Contractors operations shall be corrected by the Contractor to the satisfaction of the University Representative.

- 6.12 Contract Pricing:** Pricing shall include all labor, equipment and materials to supply and deliver the specified products.

6.12.1 Pricing will be based on **rates** provided in Appendix F, additional required materials and /or subcontractors if necessary, will be at the Contractor's actual cost plus the percentage of mark-up provided.

6.12.2 **Price Increases:** Pricing shall remain fixed for the initial term of this Agreement. Price increases will only be considered on an annual basis:

- Any request for increase from the Contractor shall be in writing.
- Appropriate Supporting Documentation shall be submitted.
- The University must be notified of the request to increase a minimum of thirty (30) calendar days prior to effective date of a requested increase.
- All requests for rate adjustments are subject to University review and approval.

6.12.3 **Sales Tax Exemption:** In accordance Conn. Gen. Stat. §12-412(1) (A), the University is exempt from local, state, and federal excise taxes.

**6.13 Payment: *Invoices, Payment Schedule and Payment Terms***

6.13.1 **Monthly Invoices:** The Contractor shall submit monthly invoices for payment in the form required by the University with the required information and details.

6.13.1.1 **Invoices, shall include:**

- The University Contract # must appear on all invoices.
- The University Purchase Order # must appear on all invoices.
- Signed Delivery receipts must be included with invoices.
- The University reserves the right to request other supporting documentation.

6.13.2 **Payments:** The Contractor shall submit such invoices no later than the 15th day of each month and the University shall pay such invoices within 45 days after receipt; provided, however, that if the University pays such invoice within 15 days after receipt, the University shall be entitled to a discount in the amount of two percent (2%) of the invoiced amount.

6.13.2.1 **Payment Terms:** The University's Payment terms are, 2% 15 net 45 days unless otherwise noted in the bidder's proposal appropriately noted on the **Form of Proposal**. Terms other than those indicated above will be subject to University approval.

6.14 **Independent Price Determination:** Proposer warrants, represents, and certifies that:

6.14.1 The proposed costs 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.



6.14.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.

6.14.3 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 proposal for the purpose of restricting competition.

6.15 Incorporation of Proposal: Proposals submitted in response to this ITB may, at the University's option, be incorporated into the executed contract.

6.16 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.

6.17 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "[Vendor Code of Conduct](#)" policy.

6.18 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 Proposers, and all proposals will be re-evaluated in light of the change.

6.19 Notification of ITB Status: Upon completion of the ITB review process, all Proposers will receive an ITB status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.

6.20 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.

6.21 **Contract Term**: The initial term of any contract resulting from this ITB shall be from **July 1, 2020 to June 30, 2022** with options to renew for three (3) additional one (1) year periods or parts thereof. 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 contract term.

## 7.0 Standard Contract Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals 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 Modification: All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

- 7.2 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.
- 7.3 Notification of Selected Firm: It is the University's intention to review proposals, and execute an contract or purchase order on or before the date outlined in section 4.1. All Bidders will receive written notification of the University's selected firm.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Award: The award shall be made to the most responsive bidders, offering the best value as determined by the University. All Bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.
- 7.7.1 The University may reject the proposal 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.
- 7.7.2 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.
- 7.7.3 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.

- 7.7.4 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.
- 7.7.5 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.
- 7.7.6 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.
- 7.7.7 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.
- 7.7.8 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.
- 7.7.9 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.
- 7.8 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.
- 7.8.1 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.
- 7.9 Business Relationship Affidavit:
- 7.9.1 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 proposal automatically attests this to be true. **(See also Attachment of**

**Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**

- 7.9.2 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 submitting a proposal and signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**
- 7.10 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, 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.
- 7.11 **Equal Employment Opportunity Requirements:**
- a. 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.
  - b. 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.
- 7.12 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 7.13 **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.
- 7.14 **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.

7.15 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.

7.16 Proposer Personnel, Forms and U.S. Export Control Regulations:

7.16.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

7.16.2 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>).

7.16.3 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.

7.17 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.

7.18 Responsibilities of the Proposer:

7.18.1 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.

7.18.2 Representations: Each firm, by submitting a proposal, represents that it:  
a. Has read and completely understands the proposal 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.

7.18.3 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.

7.19 Delivery Requirements: Delivery Routes and Coordination – It is the Contractor’s responsibility to measure all access routes to intended delivery area, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries, and be responsible for coordinating delivery with the appropriate person(s).

7.20 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.

7.21 **Insurance Requirements:**

7.21.1 Insurance: The Proposer agrees to provide adequate insurance coverage on a primary and comprehensive basis and to hold such insurance at all times during the Term of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the University under this Agreement.

The Contractor shall maintain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance and commercial general liability insurance not less than the minimum limits as set forth below all at no cost to the University or the State of Connecticut.

Statutory Workers' Compensation and Employers' Liability:

Workers' Compensation:	Statutory limits
Employers' Liability:	
Bodily injury by accident:	\$100,000 each accident
Bodily injury by illness:	\$100,000 each employee \$500,000 policy limit

Commercial General Liability:

Combined single limit:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
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Comprehensive Automobile Liability:

(to include owned, non-owned and hired vehicles):

Combined single limit:	\$1,000,000 each occurrence
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Umbrella Liability:	\$2,000,000 each occurrence
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Professional Services Liability Insurance: (If applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under Section 3.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured, except that the University and the State will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance. Certificates of insurance shall clearly indicate the title and date of this Agreement or some easily identifiable reference to the Contractor's relationship to the University. Certificates of insurance showing such coverages as required in this section will be filed with the University prior to the time this Agreement is executed on behalf of the University. Upon the request of the University, the Contractor will provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

- 7.22 Indemnification: The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 7.23 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.
- 7.24 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 proposal 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.

7.25 Advertising/Sponsorship Opportunities: In submitting a proposal, 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 4.2.1 for details on how to pursue such a relationship.**

7.26 Intellectual Property:

7.26.1 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.

7.26.2 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.

7.26.3 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.

7.27 Confidential Information:

7.27.1 The University treats Proposals 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 Proposal. 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 proposal.



7.27.2 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.

7.28 Responsibility of Those Performing the Work:

7.28.1 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.

7.28.2 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.

7.28.3 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.

7.29 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 to 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.

7.30 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 or are provided as links to

State of CT web site. 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

- 7.31 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.
- 7.32 Executive Orders of the Governor: The executed contract shall be 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.
- 7.33 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.
- 7.34 State Elections Enforcement Commission (SEEC) Requirements: 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 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 Contract attached to this bid solicitation.
- 7.35 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](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:

- 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.

7.36 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.

- a. 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.
- b. 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.
- c. 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.

- d. The University will 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 Proposer.

7.37 Termination for Convenience:

- a. 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.
- b. If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer thirty (30) 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.

7.38 Background Checks: 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 Contractor 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. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under this Agreement on campus (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University based on a concern of community or individual safety. Without limiting the other indemnification obligations of the Contractor under this Agreement, the Contractor shall defend, indemnify and hold harmless the State of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

## 8.0 Form of Proposal

**Date:** January 9, 2020

**TO:** University of Connecticut  
Purchasing Department  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076

1. The undersigned proposer, in response to the University's Invitation to Bid for **Chemicals for Snow & Ice Control** having examined the proposal documents and being familiar with the conditions surrounding the proposed services, hereby proposes to provide such services meeting the requirements outlined in this Invitation to Bid, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the ITB documents:  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
3. Proposer understands that the University reserves the right to reject any and all proposals, 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. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid; (c) that the Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the Proposer has not sought by collusion to obtain any advantage over any other Proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer.
7. Is Proposer **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 proposal  
  
No (  )
8. Payment Terms, 2% 15, Net 45 **unless stated otherwise:** \_\_\_\_\_



## 8.0 Form of Proposal

Page 2 of 2

9. Firm/Sales Representative Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

F.E.I.N. # \_\_\_\_\_

**\*Please include a current Form W-9**

Authorized Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

## **Appendix A – Contract Form**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with your bid as acknowledgement.

## **Appendix B – Company Profile**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with your bid as acknowledgement.

## **Appendix C – Gov Jodi M. Rell Ethics Letter**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with your bid as acknowledgement.

## **Appendix D – Anti Collusion Affidavits**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with your bid as acknowledgement.

## **Appendix E – Vendor Code of Conduct**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with your bid as acknowledgement.

## **Appendix F – Pricing Workbook**

Refer to the PDF portfolio to secure this document. Complete and submit with your bid.

**Appendix G – References** Refer to the PDF portfolio to secure this document. Complete and submit with your bid.





