



INVITATION TO BID
KS070621
SNOW AND ICE CONTROL SERVICES
AT RENTAL HOUSES

Release Date: July 9, 2021

Non-Mandatory Pre-Bid: July 16, 2021 @ 11:00 AM (ET)

Bid Due Date: August 3, 2021 @ 2:00 PM (ET)

Buyer: Kathleen M. Susca
Capital Projects and Facilities Procurement
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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 snow and ice control services to residential houses in Storrs-Mansfield, Connecticut.

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 experienced and qualified individuals or firms to provide all equipment, materials and labor for snow removal and ice control services at approximately 20 residential, rental houses owned by the University, in and around the Storrs Campus in Storrs-Mansfield, CT. The awarded contractor will provide safe access, free of snow and ice to these residences for the duration of the snow season.

3.1 Property Locations: Appendix F contains the list of residential houses where the service is to be provided.

3.2 Pre-season: Prior to November 1, of each snow season.

3.2.1 University Representative: The University will appoint a dedicated Representative who will be the awarded contractor’s main point of contact for all issues regarding the contracted service. The UConn Representative will coordinate, direct as needed, and oversee and approve the satisfactory execution and completion of the work.

3.2.2 Vendors Representative: The Contractor shall assign a designated Representative to act as the main point of contact and Customer Service Representative for the University.

3.2.3 Pre-Season Meeting: Prior to each snow season, the Contractor shall meet with the University’s Representative to review individual considerations for each house including but not limited to safety considerations, documented push paths, snow accumulation areas, visible site lines related to traffic and appropriate treatment of areas of newly placed concrete, if any.

3.2.4 Pre-existing damage: Prior to each snow season, the Contractor will create a pre-season condition assessment report with photos, to document existing damage that will not be

considered the responsibility of the Contractor. This report shall be reviewed and approved by the University Representative.

3.2.5 Marker Installation: The Contractor shall uniformly mark the driveways, walkways, drainage areas, and any obstacles necessary, with visible devices to minimize damage, facilitate locations of obstacles, and define boundaries for each snow season.

3.3 Post Season:

3.3.1 Damage Repair, the University and Contractor will do a post season: damage walk-through by May 1st following each snow season. Upon review of damage, if any, to UConn's property, resulting from Contractor's snow removal services, the University and the Contractor will create a mutually agreed upon list of repairs. The Contractor will be responsible to make such repairs by May 31st, of each contract year, considered the end of season.

3.3.2 Marker Removal, shall be completed by the contractor, by May 1ST, of each snow season.

3.4 Detailed Description of Services:

3.4.1 Property Plans, each of the properties is unique and it is the Contractors responsibility to visit each property prior to submitting bids and asses the various areas that will require snow and ice removal at each location and submit appropriate pricing for each location in Appendix F. **Snow removal scope,** shall include but is not limited to the following areas as relevant to each house:

- Snow removal services shall allow for safe access to the property.
- Driveways, walkways, stairways, handicap ramps, all entrances and window wells, shall be cleared of snow.
- Snow shall be cleared, and access created to, gas and dryer vent discharge areas, oil tank fill pipes, propane tanks and mailboxes, etc.
- Snow shall be cleared to allow water to flow away from the building, where downspouts discharge onto grade and where underground piping discharges.
- Snow shall be cleared from catch basins and area drains, in patios or lawn areas.
- Snow distribution/piles shall allow for clear site lines from driveways for vehicles to safely exit the property.

3.4.2 Snow and Ice Control:

3.4.2.1 The Contractor shall plow and remove snow prior to applying snow and ice treatment materials when possible.

3.4.2.2 Plow angles shall be maintained to avoid blocking in parked cars, when possible.

3.4.2.3 Sidewalks, steps, handicap ramps, and landings must be clear of snow and ice.

3.4.2.4 Snow piles created by Contractor that block or inhibit sight lines that would effect safe pedestrian and vehicular travel, must be moved by the Contractor at Contractor's expense.

3.4.2.5 Track-off mats at entrances shall be removed, cleaned of snow/ice and placed back into position. To prevent damage to the mats, the Contractor's property checklist will indicate entrances that have them.

3.4.2.6 Snow removal from steps shall also include snow sticking to the risers.

3.4.3 Post Storm, at the end of each snow/ice event, the Contractor's On-Site Supervisor shall submit a copy of the Property checklists as a quality control check to verify that the work is completed. The University's Representative will confirm work completion.

3.4.1 Contractors records, the Contractor shall maintain complete, verifiable records including, employee names, DOL classification, dates, hours worked, with start and end times and site weather conditions.

3.4.2 Snowfall totals, the determination of storm quantity will be defined by the CT Weather Center (located in Danbury).

3.4.4 Weather Conditions, Contractor shall be responsible for continuous monitoring of weather conditions at the Storrs Campus, November 1st to April 15th.

3.4.5 Communication with the University:

3.4.5.1 The Contractor shall be in communications with the University's Representative prior to the start of any forecasted storm.

3.4.5.2 The Contractor shall notify the University Representative, when they are mobilizing to perform services.

3.4.6 Crews on Campus:

3.4.6.1 When ice is probable the University requires at least a partial crew on Campus prior to ice buildup.

3.4.6.2 The Contractor shall ensure that snow crews are on-site for a storm. Delays due to traffic or poor conditions are not acceptable.

3.4.6.3 Emergency/response time, contractor's crew shall be able to physically respond within 45 minutes of a request for snow and ice control services.

3.4.6.4 Contractor's On-Site Supervisor shall attend all meetings relating to the aforementioned items with the University Representative. The Supervisor shall have the ability to communicate on behalf of the vendor.

3.4.7 Materials to be used:

3.4.7.1 Rock Salt, shall be applied to parking areas, stairs, walks and pedestrian areas.

3.4.7.2 Sand/salt mix, can only be used when approved by University Representative and when severe ice and low temperatures warrant its use.

3.4.7.3 Magnesium based ice melt, shall be used on concrete sidewalks, material composition must be approved by the University Representative before November 1st.

3.5 Contractors Equipment, the Contractor shall provide all equipment necessary for the execution of services under this contract. Equipment may include but is not limited to plows, plow and salt spreaders, blowers, shovels, quad vehicles with plow and spreader, hand spreaders, ice breakers, v-plows, utility vehicles, brushes, etc.

3.5.1 Cutting Edges used on sidewalks shall be non-metallic.

3.5.2 Equipment shall be rubber tired, meet all required regulations for road travel, and be in good condition.

3.5.3 Equipment shall have back-up safety alarms and appropriate running lights, headlights and flashing lights.

3.5.4 Equipment shall be identified with the Contractor's name.

3.5.5 Contractor's trucks are not allowed on sidewalks under any circumstances.

3.6 Quality Control Plan: Shall be submitted in writing, by the Contractor at the start of the contract and shall include at a minimum:

3.6.1 A checklist for each property, detailing the areas that require snow and ice removal, including but not limited to driveways, all doorways and entrances, door mats, hatchways, walkways, stairs, mailboxes, oil tank fill pipes, propane tanks, gas and dryer vents, downspout discharge areas, etc., as required at each individual property.

- 3.6.2 Application of ice melt products**, a written procedure describing how snow and ice melt products will be applied to manufacturers' specifications.
- 3.6.3 Employee training**, Contractor shall provide documentation that employees or University approved subcontractors have been trained in the application methods for the snow and ice removal products and equipment they will operate.
- 3.6.4 Vendor contact information**, the contractor will provide contact phone numbers including: An upper level management representative, an onsite Supervisor, and an emergency representative, that will be available, 24 hours a day, seven days a week. Access through an answering service is unacceptable.
- 3.6.5 Escalation procedure**, in the event, problems develop during a storm or a response is lacking. The escalation procedure must, at a minimum provide access to a previously agreed upon upper management representative.
- 3.6.6 Continuity and Contingency Plan**, shall be written and submitted in the event of, equipment breakdown and other unforeseen conditions.

3.7 Qualifications of Firm:

- 3.7.1** The Contracted firm shall maintain all appropriate licensing for vehicles and personnel, including, insurance, permits and vehicle markings, coding and approvals as may be required to haul equipment over the road to maintain and perform operations in the State of Connecticut.
- 3.7.2 Staff:** Contractor shall possess the necessary managerial and field staff to properly provide this service to the satisfaction of the University under the pending Contract.
- 3.7.3 Safety Plan:** The Contractor shall submit documentation to demonstrate, that they have their own Safety Plan.
- 3.7.4 Business Services:** Bidder shall currently be in business providing snow removal services.
- 3.7.5 Equipment List:** Bidder submit their equipment list to be used for this service. All equipment must meet current E.P.A. guidelines for emissions and OSHA guidelines for noise and safety.
- 3.7.6 Supporting Documentation:** The Contractor shall provide evidence of experience providing snow removal services for a minimum of 5 years.

3.7.7 References: Proposals shall include (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	DATES*
Invitation to Bid, Issue/Release:	July 9, 2021
Non-Mandatory, Pre- Bid Meeting:	July 16, 2021 @ 11:00 AM (ET)
Deadline for Request for Information, (RFI):	July 23, 2021 @ 2:00PM (ET)
Bid Due Date & Time:	August 3, 2021 @ 2:00PM (ET)

*Subject to change as deemed necessary by the University.

4.2 Point of Contact: All communications and/or inquiries, (RFI's), regarding this ITB **may only be** directed to the procurement professional identified below in Section 4.2.3.

4.2.1 Questions: RFI's, pertaining to this Invitation to Bid, (ITB) will only be accepted through the email address in section 4.2.1. No other form of communication will be accepted.

4.2.2 Deadline for written inquiries, (RFI's), is listed above in Section 4.1.

4.2.3 Kathleen M. Susca
Purchasing Agent
University of Connecticut
Procurement Services
E-mail: kathleen.susca@uconn.edu

4.3 Communications: Upon formal issuance/release of an ITB, the University and Proposer(s) will cease all informal communications relevant to this ITB and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s) and 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 Contact: Under no circumstances, may any Proposer or its representative contact any employee or representative of the University regarding this ITB

prior to the Bid Due Date, other than as provided in Section 4.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in Proposer being considered non-compliant and ineligible for contract award.

4.4 Addenda: Addenda(s) are issued in response to Proposer questions (RFI's) 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. 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 submitted 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: Due to Covid-19 Social Distancing Requirements, the pre-bid meeting will be conducted as a "drive-through" style meeting, each bidder will be required to drive their own vehicles to view the properties and assess the scope of work for each house. At the meeting point and at the houses please maintain COVID 19 protocol:

- Social distancing at a minimum of 6' between persons, must be maintained.
- Additional access to view the properties, if any, shall be by request only.

Pre-bid Date: This meeting will be held on **Friday, July 16, 2021 at 11:00 am**. This pre-bid is not mandatory, but it is strongly recommended that all interested bidders participate as this will be your only opportunity to assess these properties with a University Representative.

Pre-Bid Location: Attendees will meet at the parking lot across from the Allyn Larrabee Brown Building, 9 Walters Avenue, Storrs CT 06268

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 sample copy of the pending contract has been attached to this ITB for bidder review 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.
- 4.8** 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.
- 4.9** Presentation: Potential firms may be asked to discuss their written responses to this document at a presentation on the Storrs Campus on dates mutually agreed upon by the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

5.0 Submission Instructions

- 5.1 ITB Due Date and Time:** Bids are due, no later than **August 3, 2021 at 2:00 PM**. Any proposal received after the stated due date and time will be rejected.

Bid Delivery Address: Bid submissions must be sent via email to cpca@uconn.edu. In order to maintain the integrity of the bidding process, any bid sent to any other e-mail addresses, other than cpca@uconn.edu may be disqualified.

Subject Line, of the e-mail bid submission, must include the following:
ITB #KS070621, Snow and Ice Control Services, Rental Houses, Bidder Company Name

Bid Opening: Bids will be publicly opened and read on **August 3, 2021 at 2:15 PM** via video conference. Any bid received after 2:00 PM will remain unopened and disqualified.

Attending Bid Opening: Contractors interested in attending the bid opening may contact the buyer at kathleen.susca@uconn.edu to obtain access. A link to the video conference will be sent to the bidder via e-mail.

- 5.2 Form of Proposal:** (see section 8.0)

5.2.1 Bid Submissions must include an exact copy of the "Form of Proposal".

- 5.2.2 Document Completion:** All applicable blank spaces in the bid documents shall be filled in, typewritten or handwritten in ink.
- 5.2.3** The Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the duly authorized individual to execute contracts for the respondent. In the case of a Joint Venture, by the duly authorized representatives of each Joint Venture. Any **Form of Proposal** 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.
- 5.2.4 Erasures or corrections** shall be initialed by the person(s) signing the proposal.
- 5.2.5 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.
- 5.2.6 Issuance of Changes or Corrections to this ITB:** Shall be issued as an **Addendum** by the University's Capital Projects & Facilities Procurement Department and posted to the University web site and the State of Connecticut web site. Any other manner shall not be binding, and respondents shall not rely upon such interpretations, corrections or changes.
- 5.2.7 Addenda:** Addenda(s) are issued in response to Proposer questions (RFI's) 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. 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 submitted 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**.
- 5.2.8 Verbal communication:** 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.

- 5.2.9 Additional Charges:** 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.
- 5.2.10 Cause for Bid Rejection:** Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may be cause for rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.
- 5.2.11 Misrepresentation:** 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.

- 5.3 The following Appendices and Required Forms are to be submitted with bid:**
The State of Connecticut Office of Policy and Management requires Proposers to submit state contracting forms **Ethics Affidavits and Certifications for State of Connecticut Contracts**, 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.

Copies of the Forms are included in this ITB. The UConn Purchasing Website, purchasing.ubs.uconn.edu, also provides copies of forms, information and instructions @ the following link,
<https://purchasing.ubs.uconn.edu/required-affidavits-and-certification-forms/>

- 5.3.1 Appendix A - Contract Form**, submit with bid as acknowledgement of receipt.
- 5.3.2 Appendix B - Company Profile**, to be completed.
- 5.3.3 Appendix C - Gov. Jodi M. Rell Ethics Memo**, submit with bid as acknowledgement of receipt.
- 5.3.4 Appendix D - Non-Collusion Affidavit**, to be completed.
- 5.3.5 Appendix E - Vendor Code of Conduct**, to be completed.
- 5.3.6 Appendix F - Pricing Workbook**, to be completed.
- 5.3.7 Appendix G - Client References**, to be completed.
- 5.3.8 Appendix H - Commission on Human Rights and Opportunities and Bidder Contract Compliance Monitoring Report**, to be completed.
- 5.3.9 Appendix I - CT Economic Impact Form**, to be completed.
- 5.3.10 Appendix J - SEEC Form 10**, to be completed.
- 5.3.11 Appendix K - State of CT Ethics Affidavits and Certifications**, to be completed.
Form 1 - Gift and Campaign Contribution Certification
Form 5 - Consulting Agreement Affidavit

Form 6 - Affirmation of Receipt of State Ethics Law

Form 7 - Iran Certificate

5.3.12 Appendix L - Form's (A-E) - Non-Discrimination Certification, select and complete one of the forms to be submitted.

5.3.13 Other Required Forms:

Insurance Certificate, submit, evidence of insurance.

Form W-9, submit, IRS, Taxpayer Identification Number and Certification.

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 this ITB.

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 Pricing Workbook: **Appendix F**, proposers shall submit pricing that is all inclusive of all labor costs, tools and equipment and overhead and profit expenses. There shall be no provisions for any additional charges such as travel, fuel surcharges or minimum charges. The University will not accept any additional charges other than those submitted in **Appendix F**.

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

6.8.1 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.

6.8.2 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.

6.8.3 Service Provider, if applicable, 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>

6.8.3.1 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.

6.8.4 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

6.9 Working Conditions:

6.9.1 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.

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

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

6.11 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 perform the specified services.

6.12.1 Contract Pricing will be based on **rates** submitted 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, see Section 6.21.

Thereafter, price increases will be considered on an annual basis:

- **Requests** for increase from the Contractor shall be submitted in writing with appropriate documentation supporting the reason for increase.
- **Notification** of the request to increase, must be submitted to the University a minimum of thirty (30) calendar days prior to effective date of a requested increase.
- **Approval** for requested rate increases 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. A Sales tax Exemption Certificate will be supplied to the Vendor by the University.

6.13 Payments:

6.13.1 Invoices: The Contractor shall submit monthly invoices for payment as required by the University. **Invoices, shall include:**

- The University Contract #.
- The University Purchase Order #.
- Date of service and description of services performed including the snow accumulation removed and or application of snow melt product.

6.13.2 University Payment Terms: ***2% 15 net 45 days***, for invoices submitted no later than the 15th day of each month, the University shall pay such invoices within 45 days after receipt; 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.

6.13.3 Bidder Payment Terms: The bidder may submit alternative payment terms, by appropriately noting them on the **Form of Proposal, section 8.0**. Bidders proposed terms, will be subject to University approval.

6.13.4 Payments: The University encourages vendors to sign up for direct deposit, as a secure and fast delivery method. Payment by check is also available if that is the vendor's preference.

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 **November 1, 2021 to October 31, 2023** 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

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
- 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
- (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: August 3, 2021

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 **SNOW AND ICE CONTROL SERVICES @ RENTAL HOUSES** 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**, if any, 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, State of Connecticut, Department of Administrative Services**?

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

No ()
8. Payment Terms: 2% 15, Net 45.

8.0 Form of Proposal

Page 2 of 2

9. Firm/Sales Representative Name: _____

Telephone: _____ Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2021

Firm Name: _____

Firm Address: _____

F.E.I.N. # _____

***Include a current Form W-9**

Authorized Signature: _____

Telephone: _____ Email: _____

Print Name/Title: _____

Signed this _____ day of _____, 2021

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 of receipt.

Appendix B – Company Profile

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

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 of receipt.

Appendix D – Anti Collusion Affidavits

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

Appendix E – Vendor Code of Conduct

Refer to the PDF portfolio to secure this document. Complete and submit a copy with bid as acknowledgement of receipt.

Appendix F – Pricing Workbook

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

Appendix G – References Complete and submit with your bid.

Appendix H - Commission on Human Rights and Opportunities and Bidder Contract Compliance Monitoring Report

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

Appendix I – Connecticut Economic Impact

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

Appendix J – SEEC Form 10

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

Appendix K – State of Connecticut Ethics Affidavits and Certifications

Refer to the PDF portfolio to secure these documents, forms 1, 5, 6 and 7. Complete and submit with bid.

Appendix L – Non-Discrimination Certification

Refer to the PDF portfolio to secure these documents, forms A-E. Select and complete one form and submit with bid.

