



UNIVERSITY OF CONNECTICUT

INVITATION TO BID

ITB #SK083021

Hartford Campus Landscaping

For The

University of Connecticut

Release Date

September 21, 2021

Bid Due Date

October 14, 2021 @ 2:00 PM (ET)

Buyer: Shamona Kamm
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
Email: shamona.kamm@uconn.edu

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1.0 Introduction

The University of Connecticut (hereinafter referred to as the “University”, “UConn”) is seeking proposals from experienced and qualified, vendors (hereinafter referred to as “Contractor”, “vendor”, “proposer”, “bidder”, “firm”, or “respondent”) to provide Landscape services to meet the needs of the UConn Hartford Campus. Services will be required as described in the Specifications.

2.0 Background - About UConn

UConn is a Land, Sea, and Space Grant consortium institution that occupies over 4,302 acres, enrolls over 32,257 students, and produces over 9,000 undergraduate, graduate, and professional degrees annually. The University’s main campus is located in Storrs, Connecticut and its regional campuses are located in the following Connecticut cities and towns: Groton (Avery Point), Hartford, Stamford, and Waterbury. The University’s Health campus is located in Farmington. Detailed University demographics are published online at: <https://uconn.edu/content/uploads/2021/01/INS-008-Fact-Sheet-010621-FY21.pdf>

As part of UConn’s on-going effort to ensure a secure and safe working environment for its students, workforce, clients, and visitors, the University has developed the “University COVID-19 Mitigation Guidelines for the Contractor Community.” A copy of the Guidelines can be found here: <https://updc.uconn.edu/contractors-working-at-uconn/>. You may also find additional information at: <https://ehs.uconn.edu/ehs-covid-resources/>.

These guidelines establish consistent standards for mitigating the spread of COVID-19 that must be undertaken by the Contractor and are intended to assist UConn in meeting its commitments.

3.0 Instructions to Bidders

3.1 ITB Schedule

ITB SCHEDULE	DUE DATES*
ITB Issue/Release	September 21, 2021
Non-Mandatory Pre-bid	September 29, 2021 @ 10:00 AM (ET)
Deadline for Written Inquiries	October 5, 2021 @ 2:00 PM (ET)
Bid Due Date & Time	October 14, 2021 @ 2:00 PM (ET)

*Subject to change as deemed necessary by the University.

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

3.2.1 Shamona Kamm
E-mail: shamona.kamm@uconn.edu

3.3 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 bid 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.

3.3.1 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. 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.

3.4 Addenda: Addenda 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 <https://portal.ct.gov/DAS/CTSource/CTSource> .

The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum will 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 document.

3.5 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 campus and assess the scope of work. At the meeting point 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 **Wednesday, September 29, 2021, at 10:00 am.** This pre-bid is not mandatory, but it is strongly recommended that all interested parties participate as this will be your only opportunity to assess the property with a University Representative.

Pre-bid Location: Attendees will meet at: UConn Hartford Campus
10 Prospect Street
Hartford CT 06103
*At the Steps by the Flagpole

3.6 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 link:

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

3.7 Contract Form: A draft of the contract (Appendix A) has been attached to this ITB. 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.

3.8 Contract Term: The term of any contract resulting from this ITB shall be two (2) years from January 1, 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.

3.9 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.

4.0 Submission Instructions:

4.1 ITB Due Date and Time:

- Bids are due no later than **October 14, 2021, at 2:00 PM.**
- Bids received after 2:00 PM will remain unopened and disqualified.

4.1.1 **Bid Submission Instructions:**

- Bids are to be e-mailed to cpc@uconn.edu
 - In order to maintain the integrity of the bidding process, any bid sent to any e-mail addresses other than cpc@uconn.edu may be disqualified.
- The subject line of the e-mail bid submission shall include, ITB #SK083021 UConn Hartford Campus Landscaping and the Bidder's name.

4.1.2 **Bid Opening:**

- Bids will be publicly opened and read on **October 14, 2021, at 2:15 PM** via video conference.
 - The link to the video conference will be provided via e-mail.
 - Contractors interested in attending the bid opening shall contact the Buyer at shamona.kamm@uconn.edu to obtain access to the virtual bid opening.

4.2 Form of Proposal:

4.2.1 Proposals shall include an exact copy of the "**Form of Proposal.**"

4.2.2 Any "**Form of Proposal**", omitting or adding items, altering the form, inserting conditional or alternative Bids or terms may be grounds for rejection.

4.2.3 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.

4.2.4 The "**Form of Proposal**" 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.

4.2.5 The name of each person signing the "**Form of Proposal**" shall be typed or printed below the signature.

4.2.6 Bids without the original signature of the Bidder or its authorized representative may be rejected.

4.2.7 In no event will Bids or changes in Bids made by telephone or telefax be considered.

4.2.8 All erasures or corrections shall be initialed by the person(s) signing the proposal.

- 4.2.9 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.
- 4.2.10 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.
- 4.2.11 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Office of Capital Projects and Facilities Procurement Department (CPFP). In all cases, no verbal communication will override written communications and only written communications are binding.
- 4.2.12 All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. 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.
- 4.2.13 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.

4.3 Required documents to be submitted:

- 4.3.1 Form of Proposal
- 4.3.2 Qualification Statement providing your company's technical qualifications to complete the scope of work described in the specifications. The statement should be no more than three (3) pages.
- 4.3.3 Quality Assurance/Quality Control Plan – Describe your firm's process and procedure in managing and assuring quality of its performance of the scope of work described in the specifications. The plan should be no more than two (2) pages.
- 4.3.4 Safety Plan – Provide a copy of your company's Safety Manual Table of Contents page(s).
- 4.3.5 Proposed Team -The Contractor must demonstrate the ability to staff this Contract with high quality, experienced personnel. The Company must demonstrate the individual staff members' experience on past relevant contracts performing work of a similar scope and nature to this Contract and in a comparable position as assigned on this Contract. Resumes shall be provided for management level positions, including project manager, supervisor, and foreman.

Using the Resume of Key Personnel Proposed (Appendix I) for this Contract Form, the Proposer shall supply resumes of each proposed key team member that will be assigned to this Contract.

4.3.6 Formal Acknowledgement that bidder has reviewed the contract and its terms and accepts it without exception.

4.3.7 (Appendix - B) Company Profile

4.3.8 (Appendix- C) Pricing Workbook

4.3.9 (Appendix- D) Contract Relevant Experience - Provide a list of accounts (minimum of 5) within the past three (3) years that are of similar size and scope as to that of the University

4.3.10 Bidder Contract Compliance Monitoring Report

 <https://portal.ct.gov/-/media/CHRO/NotificationtoBidderspdf.pdf>

4.3.11 CT Economic Impact Form (Optional)

4.3.12 (Appendix E) State of CT Summary of Revised Ethics Laws and Affidavits Acknowledgement Page

4.4 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.

4.4.1 State of CT Summary of Revised Ethics and Affidavits Laws

Please refer to Appendix E to view this document.

4.5 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.

4.5.1  <https://portal.ct.gov/-/media/CHRO/NotificationtoBidderspdf.pdf>

4.6 Connecticut Economic Impact Form: Click the hyperlink below to download form. Complete and submit.

4.6.1 [Connecticut Economic Impact Form](#)

5.0 Standard ITB Requirements

5.1 Definitions

- 5.1.1 "Invitation to Bid (ITB)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an ITB shall be based upon "Low Qualified Bid".
- 5.1.2 "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 documents by addition, deletions, clarification, or corrections.
- 5.1.3 "Proposer" means a person, firm or corporation submitting a proposal in response to an Invitation to Bid.
- 5.1.4 "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.
- 5.1.5 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this ITB.
- 5.1.6 "Non-Acceptance of Proposal" means another proposal was deemed more advantageous to the University or that all proposals were rejected.
- 5.1.7 "Offer" or "Proposal" means the Proposer's response to this Invitation to Bid.
- 5.1.8 "Services" shall mean all services described within the scope of this ITB.
- 5.1.9 "Agreement" shall mean the contract issued as a result of this ITB.
- 5.1.10 "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.

- 5.1.11 "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. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.
- 5.1.12 "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.
- 5.1.13 "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 five regional campuses and the Cooperative Extension Offices.

5.2 Proposal Understanding: Proposers must demonstrate: an understanding of the specifications / scope 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.

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

5.4 Expiration of Proposals: Proposals shall remain in effect from the ITB due date and time for a minimum period of no less than 120 days.

5.5 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.

5.6 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.

5.7 Department of Labor Service Rates: The awarded Contractor will provide services that have mandated service rate requirements.

5.7.1 **Standard Wage:** 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.

- 5.7.1.1 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.
- 5.7.1.2 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

5.8 Pricing:

- 5.8.1 Contractor(s) shall provide all costs associated with the provided goods and services as outlined in the specifications on the provided Pricing Workbook.
 - 5.8.1.1 Firms may only charge fees for actual services rendered to the University.
- 5.8.2 Only during the renewal period shall proposed fee changes be submitted for review. There shall be no adjustments in the middle of the then-ongoing term.
- 5.8.4 When appropriate, the University reserves the right to furnish certain materials required in the completion of work under this contract.
- 5.8.5 The Contractor's proposed pricing shall take into account any upcoming changes to wages, wage-related costs or benefits, within each contract term. Therefore, Service Provider's proposed pricing shall include rates that account for any wage/wage-related/benefits increases that occur within the contract term.
- 5.8.6 Price Increases: Pricing shall remain fixed for the initial term of this Agreement. Submitted pricing shall be all inclusive. After the initial term, a request for increase from the contractor shall be in writing and shall be, at a minimum, equal to but not greater than the most recent standard wage for those labor classifications published by the CT DOL.
 - 5.8.6.1 Price increases will only be considered on an annual basis as follows:
 - 5.8.6.1.1 When the University is notified of the increase a minimum of thirty (30) calendar days prior to the effective date of an increase.

5.8.6.1.2 When the Contractor provides the University with any and all documentation it may require supporting the proposed rate increase.

5.8.6.1.3 All requests for rate adjustments are subject to University review and approval.

5.9 Payment:

Payment Terms, Invoices, and Payment Schedule.

5.9.1 The University's Payment terms are **Net 45 days**

5.9.2 Invoices shall provide adequate detail, Labor, Materials, and if appropriate, Subcontractors and rentals. All items shall be broken out with line-item details.

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

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

5.12 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.

5.13 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.

5.14 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.

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

6.0 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.

6.1 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.

6.2 Notification of Selected Firm: It is the University's intention to review proposals, complete and execute an agreement on or before the date outlined in the ITB.

6.3 Contract Commencement: The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The services covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this ITB.

6.4 Independent Price Determination: In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this ITB:

6.4.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

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

6.4.3 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.

6.5 Professional Time and Expense Policy: The University will not pay the awardee for travel time, or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.

6.6 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.

6.7 Indemnification Requirements:

6.7.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage, or expense including reasonable attorney's fees which the State of

Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this ITB. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the Proposer, Proposer's employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.

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

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

6.7.4 Contractor shall be liable to the University for damage to their property or equipment or for any conditions which the equipment may be exposed to that void the University's warranty from the manufacturer.

6.8 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.

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

6.10 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.

6.11 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.

6.11.1 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.

- 6.11.2 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.
- 6.11.3 It is the University's intent to make a single award as a result of this ITB; however, the University reserves the right to make multiple awards for these services if it is deemed to be in its own best interest.
- 6.11.4 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.
- 6.11.5 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.
- 6.11.6 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.
- 6.11.7 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.
- 6.11.8 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.
- 6.11.9 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.
- 6.11.10 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.
- 6.11.11 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.

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

6.12 Payments under a Contract Award:

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

6.13 Business Relationship Affidavit:

6.13.1 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.

6.13.2 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.**

6.14 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.

6.15 Equal Employment Opportunity Requirements:

6.15.1 In entering into any contract resulting from this ITB, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971, and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

6.15.2 The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color,

national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

- 6.16 Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 Proposer Personnel, Forms and U.S. Export Control Regulations:**
- 6.20.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.
- 6.20.2 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>).
- 6.20.3 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.
- 6.21 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.

6.22 Responsibilities of the Proposer:

6.22.1 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.

6.22.2 Representations: Each firm, by submitting a proposal, represents that it:

6.22.2.1 Has read and completely understands the proposal documents; and

6.22.2.2 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.

6.22.3 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.

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

6.24 Insurance Requirements: Refer to Appendix A – Draft Contract

6.25 CONTRACTOR'S INDEMNITY AND ASSUMPTION OF LIABILITY:

6.25.1 To the maximum extent allowed by law, the Contractor shall indemnify, defend and hold harmless the University and the State of Connecticut, their employees, agents, agencies and subcontractors from and against any and all claims, liabilities, demands, damages, costs and expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any act or omission, negligence, willful misconduct, or breach of this Agreement by, or which is the fault of, the Contractor, its employees, subcontractors or anyone for whom the Contractor is responsible. This indemnification will survive the completion of the Services and termination of this Agreement to the maximum extent allowed by law. Contractor's indemnification obligations shall include, without limitation, a full and complete responsibility for the Services, and any cost, liability or expense incurred by the University arising from the failure of Contractor, its representatives, agents, subcontractors and/or its or its subcontractors' employees to take appropriate and reasonable action to prevent damage to the University or its property. In fulfilling its indemnification and defense obligations hereunder, the Contractor shall use legal counsel reasonably acceptable to the University.

6.25.2 The Contractor's indemnity shall include, without limitation, damage due to misuse by Contractor or any person for whom the Contractor has responsibility, of tools,

machines, vehicles, or uncontrollable equipment that may malfunction. University property damaged in the performance of Services shall be repaired and left in good condition (as found). All such repairs shall be accomplished by the Contractor at no cost to the University.

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

6.25.4 Nothing in this Article XII will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified under this Article XII against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees, if such indemnification would be in violation of Connecticut General Statutes §52-572k.

6.25.5 The Contractor's obligations under this Article XII shall survive the termination and expiration of this Agreement.

6.26 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.

6.27 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.

6.28 University's Contractor Environmental Health and Safety Manual: All work must be performed in a safe manner in compliance with all University policies found in the University's "Construction, Service and Maintenance Contractors Manual". The referenced manual can be found here: http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

6.29 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 the ITB for details on how to pursue such a relationship.**

6.30 Licensed Merchandise: Pre-authorization must be received from the University for the use of University's names, marks, and logos.

6.31 Intellectual Property:

6.31.1 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.

6.31.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this ITB including its use by the owner, unless otherwise specifically stipulated.

6.31.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.

6.31.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

6.32 Confidential Information:

6.32.1 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.

6.32.2 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.

6.33 Responsibility of Those Performing the Work:

- 6.33.1 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.
- 6.33.2 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.
- 6.33.3 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.

6.34 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 contains 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.

6.35 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.

6.36 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.

6.37 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 five (5) 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 five (5) 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 five (5) 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 ten (10) 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.

6.38 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 five (5) 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.

6.39 Background Checks: Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under any resulting contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by Contractor for performing such services on a University campus attended and inhabited by students. The background check must minimally include criminal arrest

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. Contractor shall immediately remove any employee, independent contractor or agents performing services under any resulting contract on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.

Without limiting the obligations of the Contractor under any indemnification requirements of 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.

6.40 Vehicles and Transportation:

6.40.1 Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification.

6.40.2 Parking Guidelines and Information:

Parking Services Information

University of Connecticut Parking Services

3 Discovery Drive, Unit 6199

Storrs, CT 06269-6199

Phone: (860) 486-4930

Fax: (860) 486-0191

parkingservices@uconn.edu

a) The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations. It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies. Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing. Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages. The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The

maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day. Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

6.40.3 Visitor Parking

a) It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas, designated visitor parking areas or a parking garage. For information about parking garage rates and hours, [click here for North Garage](#) or call (860) 486-6267; [click here for South Garage](#) or call (860) 486-9088.

6.40.4 Load Zones

a) Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

7.0 Form of Proposal

Date: October 14, 2021

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

1. The undersigned proposer, in response to **ITB #SK083021 -UConn Hartford Campus Landscaping**, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Invitation to Bid, in accordance with the 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 120 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. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
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 shall be Net 45 days

Signed this _____ day of _____, 2021

Firm Name: _____

Address: _____

F.E.I.N. # _____

Authorized Signature: _____

Print Name/Title: _____

E-Mail: _____

Telephone: _____

Appendix A – Draft Contract Form – To Follow by Addendum

Please refer to the PDF portfolio within which this ITB was published to secure the standard contract form used by the University.

Appendix B – Company Profile Please refer to the ITB posting which this ITB was published to secure the Microsoft Excel Response template for this mandatory submittal.

Appendix C – Pricing Workbook

Please refer to the ITB posting within which this ITB was published to secure this mandatory submittal.

Appendix D – Contract Relevant Experience

Please refer to the ITB posting within which this ITB was published to secure this mandatory submittal

Appendix E – Summary of Revised Ethics Laws and Affidavits

Please refer to the ITB posting within which this ITB was published to secure this mandatory submittal

Appendix F - Specifications

Please refer to the ITB posting within which this ITB was published to secure this document.

Appendix G – Planting Plan – 10 Prospect Street

Please refer to the ITB posting within which this ITB was published to secure this document.

Appendix H – Integrated Pest Management Plan, Ornamental & Turf Program

Please refer to the ITB posting within which this ITB was published to secure this document.

Appendix I – Resume of Proposed Key Personnel Please refer to the ITB posting within which this ITB was published to secure this mandatory submittal.