UNIVERSITY OF CONNECTICUT

REQUEST FOR QUALIFICATIONS

RFQ # LM071320

Main Campus Landscaping Services

For

University of Connecticut

Storrs, Ct

Issue Date

November 2, 2020

Non-Mandatory Pre-Proposal Meeting

November 6, 2020 @ 10:00 AM

Proposal Due Date

November 24, 2020 @ 2:00 PM (ET)

Buyer: Lisa Mieszkowicz
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1.0 Introduction

The University of Connecticut (hereinafter referred to as the "University") is seeking experienced and qualified firms to provide landscaping services at the University of Connecticut Main Campus located in Storrs, CT. The objective of this RFQ process is to identify Service Providers who can provide world-class service at the most competitive prices and the highest consistent quality to the University. It is the University's intent to obtain services as described herein for the Storrs Campus.

Respondents are expected to be completely familiar with all the requirements outlined in this solicitation prior to submitting a proposal. To simplify the award process respondents must submit proposals that include all required documents in the format specified herein.

2.0 Background – About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Waterbury, and UConn Health located in Farmington. Detailed University demographics are available via the following link: https://uconn.edu/content/uploads/2020/01/INS-008-Fact-Sheet-011620-FY20.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 Scope of Services

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors to provide landscaping services to meet a wide variety of needs for the Storrs Campus. The successful bidder will be used to augment the University's labor and equipment force in the regular maintenance of University properties and to also provide an "on-call" labor force for other landscaping services. The service areas will include approximately 150 - 200 acres of lawns and mulched planting beds at the Storrs campus off Route 195, and range from grass mowing and trimming, edging and mulching of planting beds, pruning of shrubs, weeding, and fall leaf clean up, etc. The successful bidder must be prepared to provide any additional landscaping services that may be required.

All services must be performed to the complete satisfaction of the University. A representative of the University will oversee each project to provide direction, coordination and to ensure that work is completed.

The successful bidder shall provide all labor, equipment and materials required to perform the services, including, but not limited to, trucks, mowers, trimmers, blowers, and hand tools to accommodate each landscaping request. Bidders shall include with their proposal a list of equipment that will be used in the execution of this contract. The list below represents what the University feels would be the minimum required equipment to meet current requirements. The successful bidder must be prepared to increase equipment when and if the University requirements increase.

3.1 Spring Clean-up: In the specified service areas (shown on provided maps) the contracted vendor shall:

3.1.1 Lawn Areas

A. Pick up and remove branches, limbs, litter, debris, etc.

B. Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

3.1.2 Planting Bed Areas and Tree Saucers

A. Weed and clean out all planting beds and tree saucers.

B. Edge all planting beds and tree saucers. No mechanical edgers on tree saucers

C. Remove excess soil and mulch. Must be inspected by University Rep prior to new mulch being installed.

D. Supply and install pre-emergent weed control to planting beds and tree saucers prior to mulch.

1. Trifluralin – or approved equal.

E. Supply and install Hemlock blend bark mulch (minimum 40% Hemlock Bark Mulch) to all planting beds and tree saucers

1. Mulch depth shall not exceed 2”

2. No Mulch to be placed within 12” of trunks

3. Mulch samples are to be submitted for approval prior to use.

F. Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

3.2 Weekly Maintenance: Spring/Summer/Fall – in the specified areas (shown on the provided maps) the contracted vendor shall:

3.2.1 Mowing of Lawn Areas

A. Mow all lawn areas weekly or as needed to a 2 ½” height or 3” height to maintain health and appearance without removing more than 1/3 of lawn height at any mowing.

B. Remove litter from lawns prior to mowing.

C. String trim curbs, foundation, planting beds, tree saucers, poles, etc. at each mowing.

D. Mechanically edge lawns at sidewalks at every other mowing (minimum frequency).

E. Blow off all grass clippings, etc. from all sidewalks, paved surfaces, mulched areas, etc. following mowing.

F. If it is determined by the University that the clippings left on lawns are too heavy as a result of excessive grass length at time of mowing, the contractor will double cut those areas at no additional cost.

G. *Note the following stipulations:*

1. *Only turf equipment is permitted on lawn areas. Trucks, trailers, etc. are prohibited.*

2. *Mower blades are to be kept sharp.*

3. *No grass clippings are to be discharged onto buildings, walks, cars, pedestrians, etc. If mower is not rear discharge, or discharge collecting, discharge is to remain on lawn areas.*

3.2.2 Planting Bed Area Maintenance

A. Remove litter and debris daily.

B. Weed planting bed areas and tree saucers as needed to maintain clean manicured, weed free appearance.

C. Prune shrubs in appropriate manner based on plant variety and location. Perform during summer months. Pruning methods and guidelines for shaping will be agreed to by the University prior to start of pruning.

D. Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

3.3 Fall Clean-up: In the specified service areas (shown on provided map) the contracted vendor shall:

3.3.1 Fall Clean Up

A. Rake, blow, sweep and remove all leaves, branches, and other debris at appropriate intervals throughout the leaf season.

B. Dispose of all debris in a manner to promote sustainability, as agreed to by the University.

3.4 Additional Services: Upon request and in addition to the above. In the specified service areas (shown on provided map) the contracted vendor shall:

3.4.1 Re-mulch all planting beds and tree saucers with 1" layer of Hemlock blend bark mulch, edging included. If requested, this would be completed in mid-August just prior to the move in schedule for the start of the fall semester.

3.4.2 Bioretention Structure Locations:

- Oak Hall – 3 cells
- Burton/Shenkman – 2 cells
- Werth Basketball – 2 cells
- McHugh Hall – 1 cell
- ITE Building – 1 cell

A. General

1. Inspect overall condition of slope and base of garden

2. Remove leaf litter and trash/debris

B. Hydrology

1. Inspect inflow, remove debris, repair minor erosion, Note major erosion.

2. Inspect storage area, remove excess mulch or organic material as needed.

3. Inspect overflow pipe/grate, remove debris

4. Inspect for evidence of water ponding (longer than 24 hours)

C. Vegetation

1. Inspect for invasive, remove as needed

2. Remove dead vegetation

3. Prune trees and shrubs as needed

4. Lightly mulch as needed

3.4.3 Green Roof Locations:

- McHugh Hall
- Storrs Hall
- Next Gen. Residence Hall
- Engineering and Science Building
- Information Technologies Engineering Building
- Innovative Partnership Building
- Gant South

A. Pull weeds and invasives

B. Check roof for visible issues

1. Revegetate if needed

3.4.4 Cell Tower Maintenance Location

- Behind Charter Oak Residence
  - A. Police for trash and debris
  - B. Pull weeds and invasives
  - C. Keep chain link fence free of vines/invasives

3.4.5 Hourly rates for the following:

A. Watering plants

B. Aerating and overseeding

C. Aerating only

D. Laying sod and keeping it alive for growing season, or until University rep. agrees that it has established.

3.4.6 **Services for unanticipated requirements**:

A. Unknown requirements at an hourly rate for labor and equipment.

B. Materials, (such as fertilizers, mulch, trees, seed, etc.) to be provided at cost plus mark-up not to exceed 15%.

C. Subcontractor mark-up not to exceed 5%.

3.4.7 Regarding Campus-Specific Landscaping Specifications: The University reserves the right to increase or decrease the scope of work during the term of the contract. This reduction and/or addition to the scope of work will be based on the per acre unit cost.

3.5 Equipment: Service Provider shall be responsible for providing and maintaining all equipment and related items for the University. Equipment is to be well maintained and checked periodically for safety hazards. At the onset of the new contract, Service Provider will provide the University with a list of equipment to be used at the project. The University reserves the right to require specific equipment to be utilized. Service Provider will be responsible for any repairs as a result of misuse or negligence.

3.5.1 **Equipment List (at a minimum):**

Trucks - Landscape Dumps:	2-3	Back-pack blowers:	4
Pick-up trucks:	2-3	Hedge trimmers:	2
Trailers, Utility Trailers:	3-4	Chain saws:	1
Large area mowers, 12 ft. min.:	1	Push mowers:	2
Ride-on mowers, front end or zero turn, 60”:	4-5	Push blowers:	2
Walk behind mowers; 48-52”:	4-5	Leaf vacuum/loaders:	2
String trimmers; edgers;	6	Ride on blowers;	2

All equipment must meet current E.P.A. guidelines for emissions and OSHA guidelines for noise and safety.

3.6 Service Provider Personnel

3.6.1 The personnel employed by the Service Provider shall be capable employees, trained and qualified in landscaping and related work. All personnel will receive close and continuing first-line supervision by the Service Provider.

3.6.2 The Service Provider's employees must wear identifiable uniforms (must be approved by the University) and name tags (must include the Service Provider's name, the employee's full name and the employee's picture). Service Provider employees must always wear proper Personal Protective Equipment (PPE) where and as applicable. Service Provider shall supply all uniforms and PPE.

3.6.3 Personnel will interact with University employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from University employees, students or visitors; will not use State owned telephones for personal calls, argue on the job, conduct outside business at University locations, use University equipment or supplies for personal reasons or to satisfy the requirements of this contract, or take University materials, equipment or supplies, including those belonging to employees, for any reason. Employees will not accept gifts or gratuities from anyone at the University for any reason. The University has the right to remove any personnel from any location at its judgment.

3.6.4 In any instance where a Service Provider employee reports or complains of any type of harassment from a University staff member or another contractor's employee, then the incident is to be immediately reported to the assigned Purchasing Contract Manager. In addition, if at any time a Service Provider employee or manager is asked to do anything outside the contract scope, then the incident is to be immediately reported to the assigned Purchasing Contract Manager. Furthermore, the University will not allow any Service Provider employee to do any personal work, paid or as a favor, for anyone with influence over the management of the contract. Any known incidents must be reported at once to the Purchasing Contract Manager.

3.7 Vehicles and Transportation

3.7.1 Service Provider shall transport its employees from the parking area to their work locations. Service Provider shall only park vehicles at the work locations if given permission by the University Representative.

3.7.2 Service Provider will be required to acquire a "Vendor Parking Pass" from Parking and Transportation services for each vehicle used in the execution of this contract.

3.7.3 Employees may purchase parking passes for personal vehicles. However, parking shall be restricted to locations approved by the University Representative. A list of all permitted vehicles must be provided to the University Representative.

3.8 Subcontracting:

3.8.1 No portion of the work shall be subcontracted without prior written consent of the University. The Service Provider must self-perform all stated landscaping services. However, with the University Representative's approval, the Service Provider may use subcontracted labor for any extra duties that may arise.

3.8.2 Any subcontractors hired directly or indirectly by the Service Provider must be named prior to the start of work.

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

3.9.1 Awarded Contractors shall provide the referenced manual to all assigned staff and insure said staff understands and complies with all policies referenced therein.

4.0 Instructions to Proposers

4.1 RFQ Schedule

RFQ SCHEDULE	DUE DATES*
ITB Issue/Release	November 2, 2020
Non-Mandatory Pre-Bid Meeting	November 6, 2020 @ 10:00 AM
Deadline for Request for Information (RFI)	November 12, 2020 @ 2:00 PM (ET)
Bid Due Date & Time	November 24, 2020 @ 2:00 PM (ET)
Video Teleconference Presentations/Demonstration, *if required*	TBD
Anticipated Award Date	January, 2020

*Subject to change as deemed necessary by the University.

4.2 **Point of Contact**: All communications and/or inquiries regarding this RFQ **must** be directed to the contact person identified below in Section 4.2.1. All questions must be submitted in writing

using the Procurement Professional's email address no later than Deadline for Request for Information date listed above in Section 4.1.

4.2.1 Lisa Mieszkowicz E-mail: lisa.mieszkowicz@uconn.edu

4.3 Communications - Upon formal issuance of a RFQ, the University and Proposer(s) will cease all informal communications relevant to the RFQ 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 RFQ status, or when the University formally rejects all proposals and cancels the RFQ process. Failure to adhere to this provision may result in a Proposer being declared ineligible, proposal rejection, or RFQ cancellation. The University will not respond to any request for clarification received after the Deadline for Proposer Questions has expired with Section 4.1.

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

4.4 Addenda - Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFQ. Addenda are incorporated into the RFQ and may be incorporated along with the RFQ 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 returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 Non-Mandatory Pre-Bid Conference: There will be a Pre-Bid Conference on **November 6, 2020 at 10:00 a.m.** This conference is ***not mandatory***; however, interested bidders are ***strongly encouraged*** to attend.

4.5.1 Due to Covid-19 Social Distancing Requirements, the Pre-Proposal Conference will be conducted as a WebEx meeting, with videos, to view areas included in the scope of work of this solicitation.

4.5.2 The purpose of the conference will be to review the project documentation and to answer any questions regarding the bid process. The link to the video conference will be provided via e-mail. The conference will commence promptly at the time noted herein.

4.5.3 Bidders shall pre-register by emailing Lisa Mieszkowicz (lisa.mieszkowicz@uconn.edu) before **November 5, 2020** to confirm Bidder will attend the Pre-Proposal Conference. Please provide first and last names of the persons attending and their respective e-mail.

4.6 All respondents are expected to have examined the premises and project site prior to submitting their documentation. Failure to do so will not relieve the successful Service Provider from providing any product or performing any labor or services that may be required to carry out the intent of the contract.

4.7 Request for Information (RFI's) - Request for Information (RFI's) are due no later than 2:00PM on: November 12, 2020.

4.7.1 All Requests for Information ("RFI") must be received in writing no later than **2:00PM on November 12, 2020** and sent electronically to lisa.mieszkowicz@uconn.edu**.** Include in the subject line: RFI – LM071320. All responses will be posted on our website where you obtained the RFQ. It is the Applicant's responsibility to retrieve the clarifications posted. No RFI's will be answered after the date and time specified. No RFI's will be answered verbally, no phone calls please.

4.8 Informal Communications

4.8.1 From the date of receipt of this RFQ by each applicant, until a binding contractual agreement exists with the selected Firm or Firms and all other applicants have been notified or when the University rejects all RFQs, **informal communications regarding this procurement shall cease.** Informal communications shall include, but are not limited to:

A. Requests from the applicants to any department(s) at the University, for information, comments, speculation, etc.; and

B. Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

4.9 Formal Communications

4.9.1 From the date of receipt of this RFQ by each applicant until a binding contractual agreement exists, as noted above, communications between the University and the applicants will be formal. Formal communications shall include but not be limited to oral presentations, if required.

4.9.2 Under no circumstances may any applicant or its representative contact any employee or representative of the University regarding the RFQ prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

4.9.3 Any violation of this condition may result in the applicant being considered non-compliant and ineligible for award.

4.10 Evaluation Process

4.10.1 The award of an agreement to the successful proposer will be based upon a comprehensive review. All proposals will be evaluated by a committee which will use the specific evaluation criteria listed below with the University reserving the right to base award on proposal presentation and subsequent interviews.

4.10.2 The University also reserves the right to reject any or all proposals, in whole or in part, to award any item, group of items, or the total proposal, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes Sections 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interests of the University.

4.10.3 Proposal Selection Evaluation Criteria: The importance given to each element is represented proportionately by the respective point assignments. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University.

A. Qualifications and Experience of Landscaping Firm (35 pts maximum)

B. Managerial Ability (35pts maximum)

C. Staffing Plan (35 pts maximum)

4.10.4 PART 1 – TECHNICAL CRITERIA – QUALIFICATIONS AND EXPERIENCE

The Technical Qualification/Experience criteria shall address the following:

A. Letter of Transmittal/ Letter of Interest

1. Include a Letter of Transmittal, a brief statement of firm's technical qualifications to complete the requested landscaping services. Prepare a narrative which clearly demonstrates the firms' understanding of the specific needs of the University and which concisely present a technical approach to completing the proposed scope of services.

4.10.4.1 Qualifications and Experience of Landscaping Firm

The following requirements are presented as a minimum expectation for any Landscaping Services proposal to be considered. All proposers must provide documentation that verifies and demonstrates experience.

A. Provide background information for your company, including a brief description (e.g., past history, present status, future plans, company size,

etc.). This section should also include a brief description of the company's experience performing services similar to those described herein and the type of work in which the vendor specializes.

B. Describe your company's experience delivering services, related to the Scope of Services as outlined in the RFQ. Provide an outline of your organization's contracts over the past five (5) years including size, scope and breadth of engagements for those respective clients; the type of services provided; the outcome of the contract relative to the client's expectations; the impact of the contract on the organization or institution; and the Bidder's overall contribution to the success of the contract. Also provide, sample documentation, sample reports and frameworks utilized when applicable.

C. Describe how you or your company has positioned itself to provide services that are competitively unique or provide value beyond competing companies, and how you rank in particular services relative to your competitors, related to the Scope of Services as outlined.

D. Provide a written explanation or attach an organizational chart of your business. Provide organizational charts for Administrative, Sales and Services, and clearly illustrate how the University account would fit into the organization.

E. Provide evidence that you currently employ experienced personnel who have participated in large landscape projects as specified in service specifications. As part of your proposal, please submit a list of the employees (staffing plan) that you plan to use in the execution of this contract.

F. Provide a detailed equipment list and age of equipment with proposal that will be used for this contract.

G. Submit detailed information on the type of landscaping training provided for employees and supervisors. Identify the format of training classes, length of training periods and demonstration locations, if applicable.

H. Please state whether any subcontractors will be used for this contract, and if so, provide company information and a description of the services that will be subcontracted out.

I. Describe your company's background check policy. What background checks will pertain to this account (type, frequency, etc.)?

4.10.4.2 Managerial Ability:

A. The Proposer must be able to prove that it customarily employs managerial and supervisory personnel of the type qualified to perform the kind of work for which it is proposing on. Specifically the Proposer's administrative team who are to be assigned to the University account. This shall include their specific area of expertise as it pertains to the work of this contract.

B. The ability of the Proposer to staff the demands of the service agreement with experienced personnel must be clearly demonstrated and required. A dedicated Account Manager and the Service Provider must demonstrate adequate levels of staffing to oversee the scheduled work through completion. The Proposers shall also demonstrate the ability to work safely and harmoniously with the owner and its agents in order to successfully complete the services under the agreement.

C. Describe the overall qualifications of the firm and its key personnel who will be assigned to the Services that meet or exceed the requirements described in the RFQ.

D. The Proposer shall demonstrate, through the information submitted in its Proposal that it possesses the managerial resources, capability and commitment necessary for and satisfactory to the University for the proper performance of the Services for which it is proposing. Designated representative for the University's account who will serve as single point of contact for work provided through the Contract and billing/invoices.

E. The Proposer shall demonstrate, through the information submitted in its Qualification Statement, that they have a Quality Assurance/Quality Control Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the Services.

F. The Proposer shall demonstrate, through the information submitted in its Qualification Statement that they have their own Health and Safety Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the Services.

G. If the Proposer's workers compensation experience modification rating is in excess of 1.00, the Contractor shall demonstrate to the satisfaction of the University with their submission, a letter detailing the reasons why your rating is in excess and what managerial commitment the Proposer is taking to reduce its rating as necessary for and satisfactory to the University for the proper performance of the Services.

4.10.4.3 Staffing Plan

A. Provide a written explanation or attach an organizational chart of your business. Provide organizational charts for Administrative, Sales and

Services, and clearly illustrate how the University account would fit into the organization.

B. Explain how the contract will be managed. Who will be the University's primary point-of-contact? How will workers be held accountable? How will work orders be tracked? Etc. Include a description of the management team and provide resumes, if available.

C. Provide evidence that you currently employ experienced personnel who have participated in large landscape projects as specified in service specifications. As part of your proposal, please submit a list of the employees (staffing plan) that you plan to use in the execution of this contract.

4.10.4.4 References

A. Proposers must submit references from five (5) higher education institutions or agencies, of similar or same size as that of the University, where its organization is currently providing Landscaping services similar to what is proposed for the University of Connecticut, demonstrating professional capability and experience of the firm in providing the requested services. Proposers shall use the **References** form included toward the end of this RFQ. Only one reference may be the University of Connecticut.

B. Please provide two (2) references of customers whose account you have lost within the last five years, giving a brief description of why the accounts were lost.

4.10.5 PART 2 – DEFINE SCOPE / PROVIDE PRICING WORKBOOK

4.10.5.1 The second part of the process will be based on the committee's evaluation scores resulting from the submitting firm's qualification submission. A shortlist of firms will be derived from the scoring summary. The shortlisted firms will be invited for a interview/presentation based on detailed scope information that is provided in the RFQ. The Pricing Workbook will be requested from the shortlisted firms that will be notified after the Part I evaluation process**.**

4.10.5.2 In addition to the Technical Criteria, submittals will also be evaluated on the following criteria:

A. Completeness of proposals in responding to the information requested.

B. Current and past demonstrated experience and performance in providing project management oversight services for similar Landscaping programs.

C. Skills and experience of key personnel proposed. Demonstration of an understanding of such a program and attention to details, essential to its success through proposed solution.

D. Responsiveness of the program team and members availability for this landscaping services program.

E. Depth of the firm, including capabilities and availability of resources.

F. Program understanding and approach.

4.11 Bidders Qualification Statement

4.11.1 All Bidders are required to file this form, properly completed, WITH THEIR RESPONSE. failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their Bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

4.11.2 Indicate exactly the name by which this organization is known:

Name_____

4.11.3 How many years has this organization been in business under its present business name?

Years? _____

4.11.4 Indicate all other names by which this organization has been known and the length of time known by each name:

1._____ 2. _____ 3. _____

4.11.5 List any Subsidiaries and Affiliates of your Company: _____
_____

4.11.6 Federal ID Number:
_____

4.11.7 What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____ Years? _____

4.11.8 List jurisdictions and/or trade categories in which your Firm is legally qualified to do business. It is mandatory that the firm be legally qualified to do business in the State of Connecticut. If the Proposer is a joint venture, all joint venture partners must be qualified to do business in the State of Connecticut. Connecticut General Statutes: 20-341gg; 20-330 et seq.; 33-615.

_____

_____

4.11.9 Provide a letter from the Connecticut Department of Revenue Services indicating firm's account history.

4.11.10 This firm is a: ____ Corporation ____Partnership _____Sole Proprietorship
Joint Venture _____Other

This firm is: ____Women Owned _____Minority Business _____Connecticut Set Aside Contractor

4.11.11 Provide names all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be directly involved with the contract on which you are now a Bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years	Years/Supervisor	Telephone #	E-mail address
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4.11.12 Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

_____

_____

_____

_____

_____

(Attach additional sheet if necessary)

4.11.13 Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

_____
_____
_____
_____

4.11.14 List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1._____Attached 2._____ N/A

4.11.15 Within the past 5 years has your firm or any part of your firm; any owner, or partial owner of your firm; or any other person in any way associated with or employed by your firm ever been barred, suspended, disqualified or otherwise precluded from bidding or offering a proposal on contracts by any municipality or any agency of the State of Connecticut, other states, or the Federal Government? **YES / NO**

√ **If yes, on a separate page, include an explanation of any previous debarment and copies of any notice of reinstatement.**

4.11.16 State whether within the past 5 years you have been defaulted, terminated, or have had any liquidated damages or other contractual penalties for failures to timely or properly perform a contract assessed against you and indicate the current status of any litigation involving those transactions. **YES / NO**

√ **If yes, on a separate page, include an explanation of any previous default, termination or damage assessment and copies of any notice of reinstatement.**

4.11.17 State whether within the past 5 years you have been declared to be a non-responsible bidder or proposer on any public work project? **YES / NO**

√ **If yes, on a separate page, identify the project name, the Owner of the project and the date of the findings.**

4.11.18 Please indicate either yes or no to the following questions. You may attach a separate sheet to explain any yes answers. For any yes answer in response to the following questions please identify the offense, along with the location of the court or tribunal administering the matter, and the docket or proceeding number of the matter.

Has your firm or any part of your firm, any owner, or partial owner of your firm, or any person in any way associated with or employed by your firm ever:

a. Had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract? (Connecticut General Statute31-57c) **YES / NO**

b. Had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor? (Connecticut General Statute31-57c) **YES / NO**

c. Had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? (Connecticut General Statute31-57c) **YES / NO**

d. Been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract? **YES / NO**

e. Within the previous 5 years compiled a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond your control? **YES / NO**

f. On a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts? **YES / NO**

4.11.19 On a separate sheet of paper, identify all litigation or arbitration proceedings including out of court settlements initiated by or against you within the past five (5) years including all pending cases. List the name of the project, the project location and the court or arbitration number and location. Briefly describe, use a separate sheet if necessary, the circumstances and disposition of each case. Specifically identify and provide details of each instance of claims or legal proceedings by or against a public or private Owner. Please note that generalized responses such as “litigation arising in the ordinary course of doing business” are not acceptable.

4.11.20 On a separate sheet of paper, identify any OSHA citations within the past five (5) years under present business name or any past business name. Have you been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulations promulgated pursuant to such Act which violations were cited

in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? Additionally list any criminal convictions related to the injury or death of any employee. (Connecticut General Statute 31-57b) .

4.11.21 Have you appeared on any list published by the Connecticut State Labor Department of persons or firms that have been found by the National Labor Relations Board and by a final decision rendered by a Federal Court to have been in violation of the National Labor Relations Act, 29 USC 151 et. seq. or to have been found in contempt of court by a final decision of a Federal Court for failure to correct a violation of the National Labor Relations Act on three or more occasions involving different violations? (Connecticut General Statute 31-57a) **YES / NO**

√ **If the answer to the preceding question is "yes" state the date of publication of such list by the Connecticut State Labor Department.**

a. On a separate sheet of paper, identify any instances within the previous five years in which you or any entity in which you have an interest, has appeared on a list published by the State of Connecticut Labor Department of persons or firms who the Labor Department has found you to have disregarded or violated your obligations to employees under Connecticut General Statutes 31-57f and/or subcontractors on public works projects under Connecticut General Statutes 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or in which you have been barred from Federal government contracts in accordance with the provisions of the Davis Beacon Act, 40 U.S. C. 276a-2. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. (Connecticut General Statute 31-53a)

b. On a separate sheet of paper, identify any instances in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut Department of Labor regarding any alleged non-compliance by your or by any subcontractors on your previous projects, of any provision of Part III of Chapter 557 (Connecticut General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) and Chapter 558 (Connecticut General Statutes Sections 31-58 through 31-761, minimum wage, overtime and other requirements) during the five calendar years immediately preceding this Proposal. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial

action which was taken and any other resolution of any such complain or violation.

√ If in the event that there were such instances as described in your responses, you are further required to provide with your Proposal a written statement of the policy and procedures you would implement on this project in an effort to insure that you and your subcontractors would remain in compliance with the statutory requirements for wage rates and payment of wages as noted above.

4.11.22 State whether you have ever been cited or penalized by any government agency for failure to comply with any affirmative action, non-discrimination, or other human rights requirements applicable to any work performed by you. If so, provide the date(s), details, disposition and docket number(s) for each such instance.

4.11.23 On a separate sheet of paper, identify any criminal charges, indictments or civil enforcement actions currently pending against you or your principals involving any of the offenses or violations referred to above? If so identify the offense(s), court docket number and status of proceeding(s).

4.11.24 Have you ever been found by the Connecticut Department of Public Works, or another State Agency to be in violation of the subcontractor listing requirements or other provisions of Connecticut General Statutes Section 4b-95? **YES / NO**
√ **If yes, on a separate page, indicate the nature, date and circumstances of any such violation.**

4.11.25 Have you ever been cited for or been the subject of a civil or criminal court proceeding alleging that you have violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52a regarding providing preference to Connecticut citizens or residents in the construction of public buildings or works? **YES / NO**
√ **If yes, provide details concerning the date, circumstances and disposition of any such citation or court proceeding.**

4.11.26 List all lawsuits or requested mediation/arbitration with regards to Landscaping Services for the past five years. Provide names and reasons for protest.

4.11.27 Has your firm engaged in any bid or proposal protests over the past five years? Also, list the results of each instance by date, owner, consultant, project and court or administrative docket number and location as applicable.

4.11.28 Has any officer or principal of your organization ever been an officer or principal of another organization when it failed to properly perform its obligations under a contract for Landscaping Services during the past 5 years? (If the answer is yes, please attach details.)

Dated at _____this _____day of _____2020

Name of Organization: _____

Address: _____

Telephone:_____ Fax: _____ Email: _____

Provide 800 Telephone and Fax numbers, if available

Signature _____

Print Name _____

Title _____

5.0 Submission Instructions:

5.1 **RFQ Due Date and Time:** Submissions are due **November 24, 2020 at 2:00pm (ET)**. Any submission received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 **Bid 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.

5.3 **FORM OF PROPOSAL: (See Section 8.0)**
Proposals shall include an exact copy of the "Form of Proposal." All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures(if applicable). If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct

5.4 PROPOSAL PROCESS

5.4.1 This best value selection process will be a two part process. The first part will be the receipt & evaluation of all Technical (Qualifications & Experience) Proposals with the intent of developing a short list of the most qualified firms that possess the type of experience and qualifications required in this document. Short-listed firms will then be brought in for presentations of their proposals.

5.4.2 Firms will be reviewed and evaluated on the basis of overall qualifications and experience, account staffing abilities and plan, references, managerial capabilities and approach and demonstrated service work experience, financial abilities as listed within the requirements within this solicitation. The submitted financial workbook cost proposal will be evaluated separately from the Technical evaluation. It is imperative that proposals be complete and contain the information requested.

5.4.3 In the interest of performing a thorough and timely evaluation of all proposals received, we request that all proposals be submitted in the following categorized format:

- **Section One – Letter of Transmittal/ Letter of Interest.**
- **Section Two – Qualifications of Landscaping Firm and Sub-Contractors.**
- **Section Three – Qualifications and Responsibilities of Key Personnel: Managerial Ability**
- **Section Four – Staffing Plan**
- **Section Five –Client References**
- **Section Six – Provide the following documents:**
  - Original Certificate of Legal Existence issued by the Connecticut Secretary of the State.
  - Formal Acknowledgement that Applicant has reviewed the contract (Appendix A) and its terms and accepts it without exception.
  - Bidders Qualification Statement
  - (Appendix B) – Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
  - (Appendix C)- Anti Collusion
  - (Appendix D) – References
  - (Appendix E) - Vendor Code of Conduct
  - Form 1 Gift and Campaign Contribution Certification
  - Form 5 Consulting Agreement Affidavit
  - Form 6 Affirmation of Receipt of State Ethics Law Summary
  - Form 7 Iran Certification
  - Form of Proposal (Section 8.0)
  - Bidder Contract Compliance Monitoring Report
  - Non-Discrimination Certification
  - SEEC Form 10 Acknowledgement of Receipt
  - CT Economic Impact Form
  - LLC Documentation (if required).

5.4.4 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 RFQ, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

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

5.4.4.1.1 Form 1 Adobe.pdf Form 1 Word.doc

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

5.4.4.2.1 Form 5 Adobe.pdf Form 5 Word.doc

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

5.4.4.3.1 Form 6 Adobe.pdf Form 6 Word.doc

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

5.4.4.4.1 Form 7 Adobe.pdf Form 7 Word.doc

5.4.4.5 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.

5.4.4.5.1 Notification to Bidders/Contract Compliance Monitoring Report

5.4.4.6 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

5.4.4.6.1 http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

5.4.4.7 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

5.4.4.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.4.4.8 Connecticut Economic Impact Form:

5.4.4.8.1 Connecticut Economic Impact Form

5.4.4.9 Anti-Collusion Affidavit

5.4.4.9.1 Please refer to Appendix C to secure this form.

5.4.4.10 Governor Jodi M. Rell Ethics Memo

5.4.4.10.1 Please refer to Appendix B to view this document.

5.4.5 If the Applicant is a LLC the following must be provided with the RFQ submission:

a. Certificate of legal existence from the state of organization/formation of the entity proposing to the University.

b. For entities that are organized/formed in a State other than Connecticut, in addition to #a, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.

c. Applicants are hereby reminded that Joint Ventures or other associations should be clearly identified and relevant experience provided. Submittals by firms under "joint venture" arrangements or other multi-party agreements must include a power or attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the submittal.

5.4.6 In an effort to foster a more diverse pool of experienced firms, the University encourages Connecticut certified Small Business Enterprise and Minority Business Enterprise (SBE/MBE), as well as Connecticut Based firms to lead or participate on project teams. A "Connecticut Based" firm shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least the past 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. A certified SBE/MBE firm must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capitol Avenue, Hartford, CT 06106, Fifth floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is http://das.ct.gov/cr1.aspx?page=34.

5.5 If it is within the sole opinion of the University that the financial surety of a Proposer poses more risk than is deemed acceptable, that firm will not be allowed to secure a contract award.

5.6 Contract Document - A draft of the contract has been attached to the RFQ. 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.

5.7 Presentation - Potential firms may be asked to discuss their written responses to this document at a presentation via Web-Ex 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.

5.8 Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized and in the case of a Joint Venture, by duly authorized representatives of each Joint Venture to execute contracts for the respondent. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected. The name of each person signing the proposal shall be typed or printed below the signature.

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

5.10 The terms and provisions of this RFQ and any contract resulting from this RFQ shall be construed in accordance with the laws of the State of Connecticut.

5.11 Any interpretation, correction, or change of this RFQ shall be made by clarification/addendum. Interpretations, corrections or changes of the RFQ 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 Procurement Department.

5.12 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Procurement Department. In all cases, no verbal communication will override written communications and only written communications are binding.

5.13 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 Procurement Department.

5.14 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.

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

5.15.1 Appendices/Required Forms:

5.15.1.1 Similar Contracts: Provide a list of accounts within the past five (5) years that are of similar size and scope as to that of the University.

5.15.1.2 (Appendix A) - Contract Form

5.15.1.3 Bidders Qualification Statement

5.15.1.4 (Appendix B) - Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt

5.15.1.5 (Appendix C) – Anti Collusion

5.15.1.6 (Appendix D) - Client References: Provide a minimum of five (5) client references. Client references should be able to verify accuracy of assertions made by the Vendor.

5.15.1.7 (Appendix E) - Vendor Code of Conduct

5.15.1.8 Form of Proposal (Section 8.0)

5.15.1.9 Form 1 Gift and Campaign Contribution Certification

5.15.1.10 Form 5 Consulting Agreement Affidavit

5.15.1.11 Form 6 Affirmation of Receipt of State Ethics Law Summary

5.15.1.12 Form 7 Iran Certification

5.15.1.13 Bidder Contract Compliance Monitoring Report

5.15.1.14 Non-Discrimination Certification

5.15.1.15 SEEC Form 10 Acknowledgement of Receipt

5.15.1.16 CT Economic Impact Form

5.15.2 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 RFQ, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

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

5.15.2.1.1 Form 1 Adobe.pdf Form 1 Word.doc

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

5.15.2.2.2 Form 5 Adobe.pdf Form 5 Word.doc

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

5.15.2.3.1 Form 6 Adobe.pdf Form 6 Word.doc

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

5.15.2.4.1 Form 7 Adobe.pdf Form 7 Word.doc

5.15.2.5 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.

5.15.2.5.1 Notification to Bidders/Contract Compliance Monitoring Report

5.15.2.6 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

5.15.2.6.1 http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

5.15.2.7 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

5.15.2.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.15.2.8 Connecticut Economic Impact Form:

5.15.2.8.1 Connecticut Economic Impact Form

5.15.2.9 Anti-Collusion Affidavit

5.15.2.9.1 Please refer to Appendix C to secure this form.

5.15.2.10 Governor Jodi M. Rell Ethics Memo

5.15.2.10.1 Please refer to Appendix B to view this document.

6.0 Standard RFQ Requirements

6.1 Definitions

6.1.1 "Request for Qualifications (RFQP)," means all documents, whether attached or incorporated by reference, utilized for soliciting qualification 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 Request for Proposal documents by addition, deletions, clarification, or corrections.

6.1.3 "Proposer" means a person, firm or corporation submitting a proposal in response to a Request for Proposal.

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 RFQ.

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 Request for Proposal.

6.1.8 "Agreement" shall mean the contract issued as a result of this Request for Proposal.

6.1.9 "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.

6.1.10 "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 7.31 for specific requirement(s) related to joint venture proposals.

6.1.11 "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 Statue) as amended by Public Act 11-229.

6.1.12 "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.

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

6.1.14 "UConn Law" or "UCL" shall mean the University of Connecticut Law School and its affiliates.

6.1.15 "Contract" shall mean the resulting agreement of this RFQ between the University and Contractor as referenced in Appendix A.

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

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

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

6.5 RFQ 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 RFQ 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 Working Conditions:

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

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

6.8 Pricing: (Appendix G) General Instructions for completing the Pricing Workbook**.(To be completed by the Shortlisted Firms only in Part II)**

6.8.1 As part of the soft copy proposal submittal, Service Provider shall include an electronic copy of its completed Pricing Workbook. This copy should be in EXCEL format, rather than PDF. Use MS EXCEL version 2003 or more recent. The Service Provider may be liable for any costs incurred by the University as a result of a virus being passed through an infected file.

6.8.2 The Service Provider shall only complete those cells with blue font. All other cells are generated by automatic formulas. Any cell left blank shall be assumed to be a no-bid for that particular product or service.

6.8.3 Compensation shall be as described below.

6.8.3.1 During the ***initial term (24 months)***, compensation shall be the flat fee set forth in the Pricing Workbook As shown within the Pricing Workbooks the flat fee shall be composed of:

A. Labor and Labor Related Costs

B. Site Management and Supervision Costs

C. Supplies, Equipment and Other Costs

D. Overhead and Profit.

6.8.3.2 During each ***subsequent term***, (After the 24 month initial term), compensation shall be calculated as follows:

A. The Labor and Labor Related Cost for that term, PLUS;

B. the subtotals of Section B (Site Mgmt. and Overhead from the initial term Pricing Workbook, MINUS;

C. any discounts or any other costs that have decreased or been eliminated after the initial term.

6.8.3.3 Unless the University elects to add or remove service locations, the fees described above (for both the initial term AND subsequent term) will not be adjusted in the middle of the then-ongoing term. Proposers are therefore advised to consider the risk of cost increases (including standard wage increase) occurring during a term when they calculate pricing

6.8.4 Additional Services: All additional services work shall be on a unit price basis as reflected in the Pricing Workbook or a time and material basis with a not to exceed estimate.

6.8.4.1 Time and Material proposals must be submitted for review and acceptance prior to commencement of any work and shall show a breakdown of work by position, estimated hours, hourly rate, and total. Materials shall be shown on a cost-plus basis. Sub-contractor costs shall be cost plus and show cost breakdowns and backup in the sub-contractor's proposal. The labor rates submitted will be All-Inclusive Hourly Rates.

6.8.4.1.1 All-Inclusive Hourly Rates include, but are not limited to, base salary, fringe and other benefits, insurance, taxes, miscellaneous personnel expenses, meals, travel, travel time, training, holidays, sickness, medical, lost time, general and corporate supervision and management expenses, overhead charges or expenses, legal cost, accounting costs and profit, all costs of living, per diem expenses, transportation, communication, including cellular communication and laptop computer for document management and written communication.

6.8.4.1.2 Maximum allowed material mark-up is 10%.

6.8.4.1.3 Maximum allowed Subcontractor mark-up is 5%.

6.8.5 All service related equipment, hand tools and power tools, normally supplied with the labor to complete services are not compensable. The provision and use of this equipment shall be included in the All-Inclusive Hourly Rate.

6.8.6 Rented Equipment, (used directly on the work and by the Contractor's or Subcontractor's own forces) shall be compensable at actual rental invoice cost to the contractor with no markup allowance.

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

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

6.8.7.2 Pursuant to State of Connecticut General Statues 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.

6.8.7.3 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

6.8.8 Price Increases: Pricing shall remain fixed for the initial term of this Agreement. Submitted pricing shall be all inclusive. The 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.

6.8.8.1 Price increases will only be considered on annual basis when:

6.8.8.1.1 Appropriate supporting documentation is provided;

6.8.8.1.2 The University is notified of the increase a minimum of thirty (30) calendar days prior to effective date of an increase;

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

6.8.9 Independent Price Determination: Proposer warrants, represents, and certifies that:

6.8.9.1 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.

6.8.9.2 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.

6.8.9.3 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.

6.10 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University. The University is particularly interested in references that are institutions of higher education.

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

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

6.13 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.

6.14 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 RFQ, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.

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

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

6.17 Contract Term - The University is seeking an initial contract term of twenty-four (24) months from April 1, 2021 with the option to renew for three (3) additional one (1) year periods or parts thereof. Said option will only be exercised based upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to the firm in writing no later than sixty (60) calendar days prior to the effective date.

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 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.

7.2 Notification of Selected Firm: It is the University's intention to review proposals, and execute an agreement on or before the date outlined in section 4.1. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

7.3 Non-appropriation of Funds: Notwithstanding any other provision of this RFQ 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.

7.4 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.

7.5 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.

7.6 Award: The award shall be made to the most responsive bidders, offering the best value and with the highest total matrix scores 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.

7.6.1 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.

7.6.2 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.

7.6.3 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.

7.6.4 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 Statues.

7.6.5 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.

7.6.6 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.

7.6.7 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.

7.6.8 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of this contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

7.6.9 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.

7.6.10 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.

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

7.7 Payments under a Contract Award: 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 stated in the contract award.

7.8 Business Relationship Affidavit: 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 RFQ, 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 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 RFQ, 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 Request for Proposal 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 Request for Proposal 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 Insurance Requirements:

7.19.1 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

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

Combined single limit:	$1,000,000 each occurrence

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 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.

7.20 Contractor's Indemnity and Assumption of Liability:

7.20.1 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.

7.20.2 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.

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

7.20.4 Nothing in this RFQ will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified 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.

7.20.5 The Contractor's obligations in this proposal shall survive the termination and expiration of this Agreement.

7.21 License: Any Agreement resulting from this RFQ 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.

7.22 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.

7.23 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.**

7.24 Intellectual Property:

7.24.1 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 RFQ**.**

7.24.2 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.

7.24.3 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.

7.25 Confidential Information:

7.25.1 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.

7.25.2 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.

7.26 Responsibility of Those Performing the Work:

7.26.1 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 RFQ by the Proposer.

7.26.2 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.

7.26.3 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.

7.27 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.

7.28 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

7.29 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.

7.30 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.

7.31 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.

7.32 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 Agreement attached to this bid solicitation.

7.33 Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
ix. "minority business enterprise" means any small 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
x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property,

or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each 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, agency, 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, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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.

7.34 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.

7.35 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 sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

7.36 Vehicles and Transportation:

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

b) Service Provider shall only park vehicles at approved designated work locations provided by University Representative.

c) Service Provider will be required to acquire a “Vendor Parking Pass” from Parking and Transportation services for each vehicle used in the execution of this contract.

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

8.0 Form of Proposal

Date: November 24, 2020

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

The undersigned proposer, in response to RFQ LM071320 Main Campus Landscaping Services for the University of Connecticut, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

1. Proposer acknowledges receipt of the following addenda, which are a part of the RFP documents: _____, _____, _____, _____, _____, _____.

2. 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.

3. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.

4. 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 2% 15 days / Net 45 days unless noted here;_____

9. Proposer Sales Representative (please attach resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2019

Firm Name: _____

Address: _____

_____

F.E.I.N. # _____
(Please include a current W9)

Authorized Signature: _____

Print Name/Title: _____

E-Mail: _____

Telephone: _____

9.0 Appendix A – Contract Form

Please refer to the RFQ posting within which this RFQ was published to review this document.

10.0 Appendix B – Gov Jodi M. Rell Ethics Letter

Please refer to the RFQ posting within which this RFQ was published to review this document.

11.0 Appendix C – Anti Collusion Affidavits

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

12.0 Appendix D - References

Instructions: Please complete the following sections for each of the proposer's five (5) references. These references should be of comparable size and scope to the University's requirements as set forth in the RFQ document. Note: Only one UConn reference can be utilized.

Reference - #1		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Reference - #2		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Reference - #3		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Reference - #4		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		
Reference - #5		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

14.0 Appendix E – Vendor Code of Conduct

Please refer to the RFQ posting within which this RFQ was published to review this document.

15.0 Appendix F – Pricing Workbook

Please refer to the RFQ posting within which this RFQ was published to review this document.

16.0 Appendix G – Exhibits A, B, C & D.

Please refer to the RFQ posting within which this RFQ was published to review these documents.