



REQUEST FOR PROPOSAL

RFP # DS072219

Water Systems Management and Operations Services Contract

Proposal Release Date

September 6, 2019

Non- Mandatory Pre-Proposal Meeting

September 16, 2019; 1:00 PM
Procurement Services
3 Discovery Drive Storrs, CT 06269
Second Floor Bid Room

Proposal Due Date

September 26, 2019 @ 2:00 PM (ET)

Buyer: Dennis Sienna
Purchasing Agent II
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-4950
Email: dennis.sienna@uconn.edu

Table of Contents

- 1.0 Introduction
- 2.0 Background About UConn
- 3.0 Scope of Work
- 4.0 Instructions to Proposers
- 5.0 Submission Instructions
- 6.0 Standard RFP Requirements
- 7.0 Standard Contract Terms and Conditions
- 8.0 Form of Proposal

Appendices:

- Appendix A – Contract Form
- Appendix B – Company Profile
- Appendix C – Gov. Jodi M. Rell Ethics Memo
- Appendix D – Anti Collusion
- Appendix E - Vendor Code of Conduct
- Appendix F - Pricing Workbook
- Appendix G - References
- Appendix H - Supplemental information

1.0 Introduction

The University of Connecticut (hereinafter referred to as the “University”) is seeking proposals from experienced and qualified firms (hereinafter referred to as "vendor", "proposer", "bidder", “firm”, or "respondent") to provide Water Systems Management and Operations Services. Services will be required as described in the scope of services.

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. The University has extension centers in Torrington, Haddam, and Windham. Detailed University demographics are available via the following link: <https://uconn.edu/content/uploads/2018/07/INS-004-Fact-Sheet-070918-FY19.pdf>

3.0 Scope of Services

The University of Connecticut (hereinafter referred to as the “University”) in Storrs, Connecticut, is seeking proposals from qualified Water Systems Management Service providers with experience in complete Water Systems management, operation, maintenance, development and regulatory compliance. The University operates drinking Water Systems located at the Main, Depot and Agronomy Farm campuses in Mansfield, Connecticut (herein referred to as Water Systems). These systems are designated as Exclusive Service Areas (ESAs) under the Central Connecticut Water Utility Coordinating Committee. In addition, several areas in the surrounding community are serviced by these Water Systems outside of the UConn declared ESA through interconnection agreements. An integral part of this contract will be a total Water Systems assessment and inventory during the first term of the contract. Technical services provided under this contract may be used for other water related systems including but not limited to the University’s regional campuses and extension centers.

3.1 Responsibility: The Contractor will be responsible for its actions or inactions which may result in any non-compliance, and shall be responsible for paying for, or reimbursing the University for, any civil penalty(s) assessed for such violations from the Department of Public Health under the regulations (RCSA 19-13-B102, 19- 13-B38 and 25-32-9), the Department of Environmental Protection under regulations (RCSA 22a-354i-1 through 10) and the University’s diversion registrations.

3.2 Required Personnel: The Contractor will provide adequate levels of qualified, trained staff experienced in the operation of water supply, treatment and distribution systems. Resumes and proof of licensure or certification are to be provided for each person assigned. The Contractor shall designate the following personnel to provide required services:

3.2.1 Water Systems Manager (Manager): Licensed, trained and experienced. Full-time assignment (Monday through Friday 7:00 AM to 4:00 PM; 40 hrs per week) for on-site management, operation and maintenance of the University Water Systems.

3.2.1.1 The Manager shall be properly certified to operate both the water treatment and water distribution portions of the Water Systems. The Manager will be provided an on-campus office by the University. The Manager or Back-up Manager shall be on site "full time" to respond to any system issues and maintain continuity of contractual obligations.

3.2.1.2 The Manager will provide direction and supervision to the Contractor's staff, any sub-contracted staff, and collaboration as needed, with University staff, in the operation, maintenance and repair of the Water Systems in order to achieve and maintain compliance with Sections 19-13-B102, 19-13-B38a and 25-32-9 of the RCSA.

3.2.2 Water Systems Back-up Manager (Back-up Manager): Assignment as needed for on-site operation and maintenance of University Water Systems in the absence of, and/or in addition to the Manager. The Back-up Manager will assume all duties of the Manager in his/her absence and may be assigned as supervisor for special tasks or projects as required.

3.2.3 Water Systems Operator(s): Experienced, trained. Full-time (40 hours per week) assignment (Monday through Friday 7:00 AM to 4:00 PM) for on-site operation, maintenance and repair of University Water Systems such as system checks of the Water Systems' treatment facilities, pump stations, etc.

3.2.3.1 The Operator's duties will include all required daily, monthly, quarterly, annual and intermittent tasks assigned by the Manager or Back-up Manager. Reports to and will assist the Manager or Back-up Manager in preparing recommendations for any needed operational changes.

3.2.4 Additional Water Systems Operator(s): Assignment as needed, for on-site operation and maintenance of University Water Systems on weekends, holidays,

after-hours emergencies and special tasks (capital project new connections and testing, metering installation and calibration, flushing, cross connection surveys, backflow prevention inspections, etc.).

3.2.5 Additional Maintenance Staff: Assignment as needed for scheduled and non-scheduled maintenance and other special tasks.

3.2.6 If any changes in the original assignment of System Manager, Back-up System Manager(s) or System Operator(s) become necessary during the term of the contract, the University reserves the right to approve or reject any proposed replacement personnel.

3.2.7 During those times when the assigned Manager and/or Operator(s) will be off campus for an extended period of time (e.g., vacations, illness) the Contractor will assign a back-up licensed Manager and/or Operator(s).

3.3 The following services shall be included in the Basic Flat Fee Services stated in the Pricing Workbook (Appendix F).

3.3.1 System Management and Operation: The Contractor shall be responsible for all management and operational functions required to keep the Water Systems operating in an efficient manner and in complete compliance with all regulatory requirements. These requirements shall be included in the basic flat fee services in the Pricing Workbook (Appendix F). The basic flat fee services shall include the following:

3.3.1.1 The Contractor shall perform daily (365 days per year) wellfield and Water Systems inspections and take any action necessary to make any required repairs or adjustments, clean up debris, take meter readings, perform local lab tests, take grab samples, etc. Contractor shall keep a log of any action taken.

3.3.1.2 The Contractor shall ensure that all equipment, ie: pumps, valves, monitoring devices etc., are functioning properly, controls are working as required, system leaks are located and repaired and that pump houses, well-fields, system equipment, and other facilities are secure.

3.3.1.3 The Contractor shall ensure that all machine histories, maintenance actions, costs of repair or replacement, and hours required are documented in the University Computerized Maintenance Management Systems (CMMS).

3.3.2 Business Operations: The Contractor shall be responsible for all business operation functions relating to Water Systems customers.

3.3.2.1 The Contractor shall perform all metering, billing, collection, shut-off notification and service shut-off of all non-University Water Systems customers.

3.3.2.2 The Contractor shall, with University approval, set usage and delivery rates for all University and non-University Water Systems customers.

3.3.2.3 The Manager, Operator(s) and additional required labor shall be available 24/365 for emergencies and to interact with the University, DPH, DEEP Facilities Operations and Water Systems users.

3.3.2.4 The Contractor shall be able and prepared to provide bottled and/or bulk water supplies 24/365 in the event of Water Systems failures.

3.3.3 System Equipment and Components: The Contractor shall provide all labor, equipment and supplies required for Water Systems operations including minor repairs and/or upgrades. These requirements may be extended to the University's Waste Water and/or Reclaimed Water Systems.

3.4.1 "**Minor Repairs**" or "**Upgrades**" to Water Systems equipment. "**Minor Repairs**" consist of repair work on items of material or equipment that need complete overhaul or substantial replacement of parts. "**Upgrades**" are defined as equipment changes to accommodate additional capacity, changing equipment to a higher standard or quality, or additional equipment to provide increased reliability. The "**Minor Repairs**" and "**Upgrades**" as defined herein shall relate to capital equipment valued at less than \$10K for each assignment.

3.4.2 The Contractor shall maintain an inventory of parts and supplies for use in maintaining, repairing and replacing system components and equipment.

3.4.2.1 Typical minor repairs:

3.4.2.2 The Contractor shall provide and install metering devices approved by and/or standardized by the University with reporting capability to the University monitoring systems.

3.4.2.3 The Contractor shall provide and install chemical treatment feed equipment approved by and/or standardized by the University.

3.4.2.4 The Contractor shall provide and install chemical and process related tanks approved by and/or standardized by the University.

3.4.2.5 The Contractor shall provide and install pumps, motors, VFDs and associated equipment approved by and/or standardized by the University.

3.4.2.6 The Contractor shall provide and install backflow prevention devices approved by and/or standardized by the University.

3.5 Facilities Maintenance: The Contractor shall maintain Water Systems equipment and facilities which house Water Systems equipment/components and the surrounding grounds and access driveways/walks. These base price requirements shall include the following:

3.5.1 The Contractor shall insure that all system equipment, components and surrounding areas shall be kept clean and clear access shall be maintained.

3.5.2 The Contractor shall insure that all Water Systems building facilities shall be kept in good repair, cleaned, maintained and painted as required.

3.5.3 The Contractor shall insure that all equipment and system components shall be painted as required to maintain proper appearance and rust prevention.

3.5.4 The Contractor shall insure that all fences, gates, etc. are kept in good repair. Locking hardware must operate as designed.

3.5.5 The Contractor shall insure that all grounds surrounding Water Systems buildings and equipment are maintained. Mowing, weed trimming and brush removal shall be performed as required inside fenced access areas and a two (2) foot perimeter outside of fencing.

3.5.6 The Contractor shall provide snow and ice control services to all Water Systems facility access driveways and walkways to insure safety and ease of access to the facilities. The University shall be responsible for the access roadways proper.

3.5.7 The contractor shall insure that all maintenance activities are recorded in the University Computer Maintenance Monitoring System (CMMS).

3.6 Maintenance, Testing, Calibration and Repairs: The Contractor shall monitor the status of all Water Systems components through regular inspection and testing. Any component

found to be operating out of specified parameters shall be recalibrated, repaired or replaced as required. These base price requirements shall include the following:

- 3.6.1 The Contractor shall inspect, test, recalibrate and repair or replace system metering devices.
 - 3.6.2 The Contractor shall inspect, test, recalibrate and repair or replace chemical treatment feed equipment.
 - 3.6.3 The Contractor shall inspect, test and repair or replace chemical and process related tanks.
 - 3.6.4 The Contractor shall inspect, test, balance and repair or replace pumps, motors and associated equipment.
 - 3.6.5 The Contractor shall inspect, test, and repair or replace backflow prevention devices on an annual basis.
 - 3.6.6 The Contractor shall perform cross-connection survey reviews, updates and reporting on an annual basis and report to the University and DPH.
 - 3.6.7 The Contractor shall inspect, test, and repair or recommend replacement of Water Systems standpipes or other storage facilities, pumps, valves, and.
 - 3.6.8 The Contractor shall perform system-wide leak detection and make needed repairs.
 - 3.6.9 The Contractor shall perform system-wide supply system flushing, these services shall be performed on a schedule developed with the University, which aligns with the school calendar.
- 3.7 Chemicals: The Contractor shall be responsible for supplying all required chemicals. Material Data must be provided to the University Contract Administrator and Environmental Health and Safety prior to any delivery. These base price requirements shall include the following:
- 3.7.1 The Contractor shall procure chemicals in a cost effective manner using competitive contracting methods.
 - 3.7.2 The Contractor shall insure that all chemicals are delivered, stored and handled using “best practice” methods.
 - 3.7.3 The Contractor shall insure that all University, federal, state & local jurisdiction safety requirements are met.

- 3.7.4 The Contractor shall provide evidence that a “chemical safety policy and procedure” is in place for chemical handling and storage, and, document the current and ongoing training of its staff assigned to the University.
 - 3.7.5 The Contractor shall be responsible for all spill related cleanup activities and associated costs.
 - 3.7.6 The Contractor shall provide evidence that an official “spill response policy and procedure” is in place for chemical spills and document the current and ongoing training of its staff assigned to the University. The Contractors policy shall be provided to the University for approval.
- 3.8 System Security: The Contractor shall be responsible for the maintaining the security of all system water components and facilities. These base price requirements shall include the following:
- 3.8.1 The Contractor shall assess all system water components and facilities to determine if proper security measures are currently in place.
 - 3.8.2 The Contractor shall recommend additional security measures for areas where security is insufficient.
 - 3.8.3 The Contractor shall work with University personnel to develop and implement additional appropriate security measures if required.
 - 3.8.4 The Contractor shall inspect and maintain all security related systems and devices and insure that they are operating and used as designed.
 - 3.8.5 The Contractor shall coordinate cyber security protocols with the University representative and UITS.
- 3.9 System Documentation and Reporting: The Contractor shall provide reports as required by the University, federal, state and local jurisdictions and regulatory agencies. These reports shall be provided in a form, manner, and schedule determined by the University or said agencies. These base price requirements shall include the following:
- 3.9.1 The Contractor shall perform University and Dept of Public Health required water testing and submit required reports, including daily testing.
 - 3.9.2 The Contractor shall prepare and submit, after University review and approval, any reports required by federal, state and local jurisdictions

and regulatory agencies. These may be reports with regular scheduled requirements or reports requested on an “as needed” basis.

- 3.9.3 The Contractor shall perform the University’s annual Consumer Confidence Survey and provide, with University review and approval, its annual Consumer Confidence Report.
- 3.9.4 The Contractor shall provide an annual review, and with University review and approval, update the University’s Master Water Supply Plan, and provide hard copy and electronic copies of the revised document.
- 3.9.5 The Contractor shall provide an annual review, and with University review and approval, update the Water Systems Standard Operating Procedures document, and provide hard copy and electronic copies of the revised document.
- 3.9.6 The Contractor shall provide an annual review, and with University review and approval, update the Water Systems Maintenance Program document, and provide hard copy and electronic copies of the revised document.
- 3.9.7 The Contractor shall provide an annual review, and with University review and approval, update individual Equipment Operation and Maintenance documents, and provide hard copy and electronic copies of the revised document.
- 3.9.8 The Contractor shall provide an annual review, and with University review and approval, update the Emergency Response Procedure document, and provide hard copy and electronic copies of the revised document.
- 3.9.9 The Contractor shall provide an annual review, and with University review and approval, update the University’s Conservation Plan document, including the development of protocols for strategic operation of the wellfields during times of drought or emergencies, and provide hard copy and electronic copies of the revised document.
- 3.9.10 The Contractor shall provide an annual review, and with University review and approval, update the University’s Customer Service Procedure document, and provide hard copy and electronic copies of the revised document.
- 3.9.11 The Contractor shall create and provide to the University, an annual budget document used for the operation and maintenance of University Water

Systems under its jurisdiction. The Contractor shall prepare budget reconciliation at the end of each fiscal year and provide documentation to the University within the first six (6) months of the following fiscal year. Initial contract year budget shall prepared within the first two (2) months of the contract.

3.10 Communications: The Contractor shall, in collaboration with, and approval of, the University, issue public statements and press releases relating to issues pertaining to the Water Systems and/or watersheds. The University will provide the Contractor with written protocols, policies and procedures for all public communications. These base price requirements shall include the following:

3.10.1 The Contractor shall issue University approved informational notices to those Water Systems users affected by any operational issues which may develop.

3.10.2 The Contractor shall issue University approved press releases relating to any operational, environmental or public interest issues which may develop.

3.10.3 The Contractor shall respond to all Water Systems related complaints and/or inquiries from system users in accordance with University approved Customer Service Procedures.

3.10.4 The Contractor shall respond to all other inquires following University supplied protocols, policies and procedures for public communications.

3.11 Representation/Liaison/Advisory: Subject to the terms and limitations set forth in the contract, the Contractor shall act as the University's representative and/or advisor in all matters relating to the Water Systems. This will require attendance at state, local and community group public meetings. These base price requirements shall include the following:

3.11.1 Interactions with the CT Dept. of Public Health. This may include after-hours meetings with agency officials.

3.11.2 Interactions with the CT Dept. of Environmental Protection. This may include after-hours meetings with agency officials.

3.11.3 Interactions with local municipalities. This may include after-hours meetings with local officials, and will include the quarterly Water and Wastewater Policy Advisory Committee meeting.

- 3.11.4 Interactions with community groups and/or individuals interested and/or affected by the Water Systems and watersheds. This may include after-hours meetings with these groups and/or individuals.
- 3.11.5 Inform and advise the University on regulatory and statutory changes effecting the Water Systems and/or watersheds.
- 3.12 Engineering and Technical: The Contractor shall have sufficient engineering and technical abilities and resources to assist the University in Water Systems efficiency upgrades, modernization efforts and system expansion for future growth. These resources shall be capable of assessing current Water Systems status and providing well defined guidance to the University. These base price requirements shall include the following:
- 3.12.1 The Contractor shall perform an initial review of the University's Master Water Supply Plan and provide recommendations relating to its adequacy and any required changes and updates. This requirement will be met in its entirety with the first three (3) months of the contract term.
- 3.12.2 The Contractor shall perform an initial review of current system maps and component inventories to determine their accuracy. This requirement will be met in its entirety within the first three (3) months of the initial contract term.
- 3.12.3 The Contractor shall, to the extent reasonably practical, update the University's existing system maps and inventories of all of the property, assets and infrastructure that presently make up the Water Systems, including without limitation all pipes, pumps, valves, meters, backflow devices, hydrants, spare parts, chemicals, lubricants and others supplies, manuals and warranties. Such maps and inventories shall have such detail and information, including the locations, description, make, model and age of such property, assets and infrastructure, as would be sufficient to describe the same for conveyancing or investment purposes. This requirement will be met in its entirety within the first twelve (12) months of the initial contract term. All system maps and component inventories will be revised on an ongoing basis throughout the entire term of the contract. All maps and inventory list will be provided in hard copy and electronic format.
- 3.12.4 The system maps and inventory relating to sections "off campus" as determined by the University shall take precedence. This portion of the requirement shall be met in the first six (6) months of the initial contract term.
- 3.12.5 The Contractor shall have superior understanding of advanced metering systems and provide recommendations for placement of additional meters for

enhanced monitoring of Water Systems use.

- 3.12.6 The Contractor shall have superior understanding of advanced monitoring, automation and energy management systems and software packages including those used by the University. Recommendations that allow for enhanced system efficiencies shall be provided to the University.
 - 3.12.7 The Contractor shall develop and provide annual recommendations relating to major Water Systems maintenance and capital improvement projects and provide guidance before and during implementation of projects not performed by the Contractor. Annual recommendation documents shall be submitted by December 31 during each year of the contract.
 - 3.12.8 The Contractor will assist in the engineering and development of Water Systems requirements for new construction and renovation projects in the planning and design stages. Follow-up surveys will be performed during construction and prior to project acceptance.
 - 3.12.9 The Contractor will take a lead role in the development of requirements and specifications for Water Systems renovations or extension projects in the planning and design stages.
- 3.13 Recordkeeping: The Contractor shall keep records of all operation, maintenance and repair activities in a manner and form acceptable to the University, and, in compliance with all University, federal, state and local jurisdiction and regulatory agency requirements. The Contractor may be required to maintain all records in electronic and hard copy formats. These base price requirements shall include the following:
- 3.13.1 All records will be maintained by the Contractor and made available to the University in a timely fashion upon request.
 - 3.13.2 All records are the property of the University and may only be released to outside parties by the University or by the Contractor with the written approval of the University.
 - 3.13.3 Records shall include, but are not limited to, copies of all daily logs, system status reports, work orders, repair documentation, backflow survey and testing results, cross connection survey reports, standardization and approval documents, procurement competition documents, and other reports and documents required herein.
- 3.14 Supplemental: The University is in the midst of significant development efforts. The Contractor shall assist the University in these efforts where appropriate. These base

price requirements shall include the following;

3.14.1 The University currently operates a wastewater reclamation system capable of permanently and seasonally reducing the University's potable water requirements. The Contractor shall further develop the University's well-field management plan that accounts for the reduction in demand achieved through the use of reclaimed water as required. This will include working with the Water Pollution Control Facility (WPCF) and the Central Utility Plant (CUP).

3.14.2 The Contractor shall assist the University in the development and implementation of initiatives to further reduce consumption through water conservation.

3.15 Additional Services: Additional services work shall be on a ***time and material basis*** with a not to exceed estimate. All proposals shall show 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. Equipment rentals at Contractors cost. 3.15.1 The purpose of this section is to obtain pricing for support services, additional labor, sub-contracts, and materials and related work for major repairs, upgrades, capital equipment replacement(s) for University Water Systems related work that is out of scope.

3.15.1 "**Major Repairs**" or "**Upgrades**" to the Water Systems shall be considered as additional services. "**Major Repairs**" consist of repair work on items of material or equipment that need complete overhaul or substantial replacement of parts. "**Upgrades**" are defined as equipment changes to accommodate additional capacity, changing equipment to a higher standard or quality, or additional equipment to provide increased reliability. The "**Major Repairs**" and "**Upgrades**" as defined herein relate to capital equipment valued at \$10K or more for each assignment.

3.15.2 The Contractor shall be capable of providing the following:

3.15.2.1 Supplying large volumes of bulk potable water in the event of system emergency or drought conditions requiring curtailment of wellfield pumping.

3.15.2.2 The Contractor shall be capable of supplying large quantities of bottled water for human consumption.

3.15.2.3 Large scale, high volume, flow testing.

- 3.15.2.4 Large and small scale well drilling services.
- 3.15.2.5 Large and small scale water well hydro-fracturing services to increase water quality/output.
- 3.15.2.6 Large and small scale well and well pump cleaning services.
- 3.15.2.7 Internal CCTV inspection of the University’s water storage and distribution infrastructure.
- 3.15.2.8 Above ground tank and underground storage vault inspection and cleaning services.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	September 6, 2019
Pre-Proposal Conference/Site Visits	September 16, 2019, 1:00 PM
Deadline for Written Inquiries	September 18, 2019@ 2:00 PM (ET)
Proposal Due Date & Time	September 26, 2019 @ 2:00 PM (ET)
Video Teleconference Presentations/Demonstration, <i>if required</i>	TBD
*Subject to change as deemed necessary by the University.	

4.2 **Point of Contact:** All communications and/or inquiries regarding this RFP **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 Written Inquiries date listed above in Section 4.1.

4.2.1 Dennis Sienna
 University of Connecticut
 Procurement Services
 3 Discovery Drive Unit 6076
 Storrs, CT 06269-6076
 E-mail: dennis.sienna@uconn.edu

4.3 **Communications:** Upon formal issuance of a RFP, the University and Proposer(s) will cease all informal communications relevant to the RFP 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 RFP status, or when the University formally

rejects all proposals and cancels the RFP process. Failure to adhere to this provision may result in a Proposer being declared ineligible, proposal rejection, or RFP 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 RFP prior to the closing date, other than as provided in Section 5.11. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP 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-Proposal: A Non-Mandatory Pre-Proposal has been scheduled for **Monday, September 16, 2019 at 1:00 PM**. Meeting will be held at Procurement Services Bid Room, 2nd floor located at 3 Discovery Drive Storrs, CT 06269. Due to the anticipated attendance each Contractor shall only have two (2) representatives from their perspective companies present. If planning on attending RSVP: dennis.sienna@uconn.edu

4.6 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:

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

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

4.7 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight 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.

Cost: **Maximum Points Available 20 Pts**

Proposer has a minimum of ten years' of successful experience operating and maintaining facilities of a size and type similar to the University's. Minimum of three (3) required.

Maximum Points Available: 10

Demonstrated record of continuous improvement of operations and maintenance for managed systems. This may include, but would not be limited to, process optimization, cost reduction, enhanced reliability, and/or SCADA assessments.

Maximum Points Available: 10

Proposers shall have the engineering and technical expertise to support the operation and maintenance of UConn's Water Systems.

Maximum Points Available: 10

Proposer demonstrates that they have written safety plans and training programs with a record of effectiveness. Proposers shall have quality assurance/quality control programs in place

Maximum Points Available: 10

Provide evidence of an experienced and stable management team with the capability to manage multiple Water Systems.

Maximum Points Available: 10

Firms shall have successful experience in planning transitions and for assuming and relinquishing operation and maintenance of an existing facility.

Maximum Points Available: 10

Proposers clearly indicate their in-house technical skill capabilities and what tasks they plan to sub-contract.

Maximum Points Available: 10

Provide evidence that technicians are experienced, well trained and appropriately equipped to perform to the University's standards.

Maximum Points Available: 5

Provide staffing plan for requested scope of services for the Water Systems.

Maximum Points Available: 5

Total Points 100

4.7.1 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.

4.8 Contract Document: A draft of the contract has been attached to this RFP. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered.

The University reserves the right to make multiple awards as a result of this RFP if it is deemed by the University to be in the best interest of the University.

4.9 Presentation: Potential firms may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

5.0 Submission Instructions:

5.1 RFP Due Date and Time: Proposals are due on **September 26, 2019 at 2:00pm (ET)**. Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 Deliver to Address: For deliver to instructions, please reference Section 4.2.

5.3 Sealed Proposals: An original and **three (3) copies** of the proposal must be submitted in **three (3) ring binders**, SEALED envelope or carton, clearly marked with the label below and the name and address of the Proposer.

University of Connecticut

Procurement Services

Attn: Dennis Sienna

3 Discovery Drive, Unit 6076

Labeled: RFP DS072219 Water Systems Management and Operations Services Contract"

5.4 Proposal Media: Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xls) on aUSB flash drive.

5.5 Proposal Submittal Format: Provide a proposal formatted as a PDF **which is clearly bookmarked in accordance with the designations below.**

5.5.1 FORM OF PROPOSAL: (See Section 8.0)

- 5.6 Proposals shall include an exact copy of the "Form of Proposal." All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- 5.7 Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized and in the case of a Joint Venture, by duly authorized representatives of each Joint Venture to execute contracts for the respondent. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected. The name of each person signing the proposal shall be typed or printed below the signature.
- 5.8 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 5.9 The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 5.10 Any interpretation, correction, or change of this RFP shall be made by clarification/addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University's Capital Projects & Contract Administration Department.
- 5.11 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Office of Capital Projects and Contract Administration. In all cases, no verbal communication will override written communications and only written communications are binding.
- 5.12 All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University's Capital Projects and Contract Administration Department.
- 5.13 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.
- 5.14 Qualifications of Firm:

- 5.14.1 Proposals will only be considered from firms or persons with a demonstrated and substantial history of experience in successfully providing the highest quality of Water Systems Management and Operations Services to entities whose requirements are similar in size and scope to those of the University.
- 5.14.2 Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 5.14.3 The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.
- 5.14.4 Proposals shall include at least three (3) references for clients receiving services similar in size and scope to those of the University. At least two of which should be a public pool (school, recreation department, etc.) with similar size pools and equipment.
- 5.14.5 Provide an example of a contract that you lost and the steps that your firm took to proactively ensure a smooth and efficient transition for your client. Provide a reference for this transition with verified contact information.
- 5.14.6 Transition Plans used when acquiring or relinquishing operation and maintenance of a facility.
- 5.14.7 Provide a detailed transition plan and schedule specific to taking over stewardship of UConn's Water Systems.
- 5.14.8 Appendices/Required Forms:
- 5.14.8.1 (Appendix - A) Contract Form
 - 5.14.8.2 (Appendix - B) Company Profile
 - 5.14.8.3 (Appendix - C) Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
 - 5.14.8.4 (Appendix -D) Anti Collusion
 - 5.14.8.5 (Appendix- E) Vendor Code of Conduct Acknowledgement of Receipt
 - 5.14.8.6 (Appendix- F) Pricing Workbook
 - 5.14.8.7 Client References (Appendix-G): Provide a minimum of three (3) client references. Client references should be able to verify accuracy of assertions made by the Vendor.
 - 5.14.8.8 Form 1 Gift and Campaign Contribution Certification
 - 5.14.8.9 Form 5 Consulting Agreement Affidavit
 - 5.14.8.10 Form 6 Affirmation of Receipt of State Ethics Law Summary
 - 5.14.8.11 Form 7 Iran Certification
 - 5.14.8.12 Bidder Contract Compliance Monitoring Report

- 5.14.8.13 Non-Discrimination Certification
- 5.14.8.14 SEEC Form 10 Acknowledgement of Receipt
- 5.14.8.15 CT Economic Impact Form
- 5.14.8.16 Copy of Insurance Certificate
- 5.14.8.17 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 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 RFP, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

5.15.1 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.

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

5.15.2 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.

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

5.15.3 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.


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

5.15.4 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 RFP process, with the resulting contract, regardless of where the

principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. . Click the desired file format hyperlink format below to download form. Complete and submit.

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

5.15.5 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.

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

5.15.6 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).

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

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

5.15.5.1 [SEEC FORM 10 Acknowledgement of Receipt](#)

5.15.6 Connecticut Economic Impact Form:

5.15.6.1 [Connecticut Economic Impact Form](#)

5.15.7 Anti-Collusion Affidavit

Please refer to Appendix C to secure this form.

5.15.8 Governor Jodi M. Rell Ethics Memo

Please refer to Appendix D to view this document.

6.0 Standard RFP Requirements

6.1 Definitions

- 6.1.1 "Request for Proposals (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon "Competitive Negotiation".
- 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 RFP.
- 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 "Services" shall mean all services described within the scope of this RFP.

- 6.1.9 "Agreement" shall mean the contract issued as a result of this Request for Proposal.
- 6.1.10 "CT-based Businesses" shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.
- 6.1.11 "Joint Venture" in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.
- 6.1.12 "SBE/MBE Firm" shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229.
- 6.1.13 "University" or "UConn" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.
- 6.1.14 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.
- 6.1.15 "UConn Law" or "UCL" shall mean the University of Connecticut Law School and its affiliates.
- 6.1.16 "Water Systems Management and Operations Services" as used in this document will include all equipment, materials and labor required to meet the various needs of the University.
- 6.1.17 "ESA's" Exclusive Service Areas
- 6.1.18 "RCSA" Regulation of Connecticut State Agencies

6.1.19 “Water Systems” All pumps, piping, storage, distribution and treatment systems and equipment required to acquire, produce, and deliver potable water.

- 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 RFP specification.
- 6.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of no less than 180 days.
- 6.5 RFP 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 RFP 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 Proposal submission: 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 Basic Flat Fee Services: Contractor(s) shall provide monthly cost to perform the requested services as outlined in the RFP.
- 6.7.1 During the subsequent terms, compensation can only be adjusted when the University elects to add or remove service locations, or when service provider proposes any discounts.
- 6.7.2 Only during the renewal period shall proposed fee changes be submitted for review. There shall be no adjustments in the middle of the then-ongoing term.
- 6.7.3 Service Provider must comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL’s website at <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.html>
- 6.7.3.1 Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

6.7.4 Prevailing Wage: If a project involves new construction of a building or other structure or improvement, and the total cost of all Work for a Project to be performed collectively by Contractors and Subcontractors is \$1,000,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then Contractor will be required to quote the project at the prevailing wage rate.

6.7.4.1 The wages paid on an hourly basis to any mechanic, 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 to any employee welfare fund as defined in Subsection (h) of Section 31-53 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. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

6.7.4.2 The State of Connecticut Labor Department Wage Rate Schedule, when required by the University, shall be provided with these documents or will be issued as part of the bid documents or by Bid Clarification/Addendum hereto and is deemed to reflect such customary or prevailing wages for the project.

6.7.4.3 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

6.7.4.4 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment. Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.

6.7.4.5 Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in

construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

6.7.4.6 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 Additional Services: Additional services work shall be on a ***time and material basis*** with a not to exceed estimate. All proposals shall show 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. Rental of equipment shall be at the Contractors cost.

6.8.1 Pricing: Pricing will be based on provided hourly rates and required materials at the Contractor's actual cost plus the provided mark-up percentage:

6.8.2 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. Adjustments to all inclusive hourly, rates are subject to University review and approval.

6.9 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.

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

6.9.2 Appropriate supporting documentation is provided;

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

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

6.9 General Assumptions:

6.9.3.1 The Proposer's proposed pricing shall take into account any upcoming changes to wages, wage-related costs or benefits, within each contract year. Therefore, Service Providers are to consider the risk of cost increases (including wage increase) occurring during a term when they calculate pricing.

6.9.3.2 The University will not accept any additional charges other than those indicated in the Firm's Form of Proposal.

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

6.9.3.4 The University reserves the right to request copies of invoices for materials furnished from the Contractor's suppliers.

6.9.3.5 When appropriate, the University reserves the right to furnish certain materials required in the completion of work under this contract.

6.10 Payment:

Payment Terms, Invoices, and Payment Schedule.

- a) The Contractor shall submit monthly invoices for payment in the form, and including the detail and information, required by the University.
- b) The Contractor shall submit such invoices no later than the 15th day of each month and the University shall pay such invoices within 45 days after receipt; provided, however, that if the University pays such invoice within 15 days after receipt, the University shall be entitled to a discount in the amount of two percent (2%) of the invoiced amount.
- c) Invoices shall be submitted along with any Reports then required and with such supporting documentation as the University, may request. Without limiting the foregoing, the Contractor shall submit a certified payroll record, utilizing the form furnished by the Connecticut Department of Labor. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.

6.11 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.

6.12 Good Faith Negotiation: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).

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

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

6.15 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.

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

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

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

6.19 Contract Term: The term of any contract resulting from this RFP shall be two (2) years from date of award, with options to renew for four (4) additional one (1) year periods or parts thereof. Said options will only be exercised upon satisfactory performance and by written consent of the University. Such intent to renew shall be conveyed to the firm in writing prior to the effective end date of contract term.

7.0 Standard Contract Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Bidders are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

- 7.1 Contract Modification: All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 7.2 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 7.3 Notification of Selected Firm: It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 1.3. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 7.4 Contract Commencement: The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.
- 7.5 Independent Price Determination: In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:
 - 7.5.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
 - 7.5.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
 - 7.5.3 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.
- 7.6 Professional Time and Expense Policy: The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.
- 7.7 Non-appropriation of Funds: Notwithstanding any other provision of this RFP 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.

7.8 Indemnification Requirements:

7.8.1 Hold Harmless: The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the Proposer, Proposer's employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.

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

7.8.3 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.

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

7.8.5 Contractor shall bear the risk of loss for all University-owned equipment from the time that said equipment is received at Contractor's location.

7.9 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.

- 7.10 Choice of Law and Venue: The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.
- 7.11 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.
- 7.12 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.
- 7.12.1 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.
- 7.12.2 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.
- 7.12.3 It is the University's intent to make a single award as a result of this RFP; however, the University reserves the right to make a multiple awards for these services if it is deemed to be in its own best interest.
- 7.12.4 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.
- 7.12.5 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.
- 7.12.6 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 7.12.7 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
- 7.12.8 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition,

secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

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

7.12.10 In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

7.12.11 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.

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

7.13 Payments under a Contract Award:

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

7.14 Business Relationship Affidavit:

7.14.1 The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, 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).**

7.14.2 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by submitting a proposal and**

signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.

- 7.15 **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.
- 7.16 **Equal Employment Opportunity Requirements:**
- a. In entering into any contract resulting from this RFP, 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.
- 7.17 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 7.18 **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.
- 7.19 **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.
- 7.20 **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.
- 7.21 **Proposer Personnel, Forms and U.S. Export Control Regulations:**

- 7.21.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.
- 7.21.2 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>).
- 7.21.3 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.
- 7.22 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.
- 7.23 Responsibilities of the Proposer:
- 7.23.1 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.
- 7.23.2 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.
- 7.23.3 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.
- 7.24 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.
- 7.25 Access Management Plan: The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to

campus buildings. Additional details related to the University's Access Management Plan can be found at <http://www.park.uconn.edu/amplan.html>. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

7.26 Insurance Requirements:

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

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

Statutory Workers' Compensation and Employers' Liability:

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

Commercial General Liability:

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

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

Combined single limit:	\$1,000,000 each occurrence
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Umbrella Liability:	\$5,000,000 each occurrence
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Professional Services Liability Insurance: (If applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The

Contractor's policy will provide coverage for the Contractor's obligation under Section 7.8 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

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

7.27 CONTRACTOR'S INDEMNITY AND ASSUMPTION OF LIABILITY

7.27.1 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.

7.27.2 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.

7.27.3 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.

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

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

7.28 License: Any Agreement resulting from this RFP 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.

7.29 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.

7.30 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.

- 7.31 Licensed Merchandise: Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 7.32 Intellectual Property:
- 7.32.1 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 RFP.
 - 7.32.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.
 - 7.32.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.
 - 7.32.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.
- 7.33 Confidential Information:
- 7.33.1 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.
 - 7.33.2 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.

7.34 Responsibility of Those Performing the Work:

7.34.1 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 RFP by the Proposer.

7.34.2 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.

7.34.3 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.

7.35 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

7.36 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

- 7.37 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.
- 7.38 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.
- 7.39 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.
- 7.40 State Elections Enforcement Commission (SEEC) Requirements: For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Contract attached to this bid solicitation.
- 7.41 Nondiscrimination Warranties: An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

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

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

public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and

each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may

direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any

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

7.42 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.

7.43 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.

7.44 **Background Checks:** Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under any resulting contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by Contractor for performing such services on a University campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of the Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing services under any resulting contract on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety.

Without limiting the obligations of the Contractor under any indemnification requirements of this Agreement, the Contractor shall defend, indemnify and hold harmless the State of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

7.45 **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.

8.0 Form of Proposal

Date: September 26, 2019

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

1. The undersigned proposer, in response to our request for Water Systems Management and Operations Services Contracts providers examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the RFP documents:
_____, _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. 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 otherwise ; _____
9. Pricing Workbook (Appendix F) Contractors to complete the pricing workbook as requested.

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: _____

Appendix A – Contract Form

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

Appendix B – Company Profile Please refer to the PDF portfolio within which this RFP was published to secure the Microsoft Excel Response template for this mandatory submittal.

Appendix C – Gov Jodi M. Rell Ethics Letter

Please refer to the PDF portfolio within which this RFP was published to review this document.

Appendix D – Anti Collusion Affidavits

Please refer to the PDF portfolio within which this RFP was published to secure this mandatory submittal.

Appendix E – Vendor Code of Conduct

Please refer to the PDF portfolio within which this RFP was published to secure this mandatory submittal.

Appendix F – Pricing Workbook

Please refer to the PDF portfolio within which this RFP was published to secure the Microsoft Excel Response template for this mandatory submittal.

Appendix G – References

Instructions: Please complete the following sections for each of the proposer’s three (3) references. These references should be of comparable size and scope to the University’s requirements as set forth in the RFP document.

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.	

Appendix H – Supplemental information, click on link below,

Note: the drop box is only valid for 14 days from issuance.

<https://dropbox.uconn.edu/dropbox?n=Supplemental%20Information.zip&p=WQWX8J3BBhPsJvYIP>