REQUEST FOR PROPOSAL

RFP # DS110818

Standardized Programming Practices

Proposal Release Date

November 19, 2018

Proposal Due Date

December 6th, 2018 @ 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

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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 “Standardized Programing Practices” to meet the needs of the University. Services will be required as described in scope of work.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Waterbury, and UConn Health located in Farmington. Detailed University demographics are available via the following link: https://uconn.edu/content/uploads/2018/07/INS-004-Fact-Sheet-070918-FY19.pdf

3.0 Summarized Scope of Work

The University of Connecticut is soliciting proposals from experienced and qualified individuals or firms to provide “Standardized Programming Practices” to meet the needs of the University.

3.1 Services Overview:

The University of Connecticut (hereinafter referred to as the “University”) is seeking proposals from experienced and qualified individuals or firms to provide the specified services of an “on-call 24 hours a day/7 days a week Systems Programmer” to develop and maintain building management system programming and standards development services for the new construction and renovation projects at the University. On call service is required to support reload/reboot of systems in the event of power outages, etc. to minimize off line time or data acquisition degradation. UConn is committed to commissioning, operating, and maintaining the University facilities in the most energy and water efficient manner. Developing standardized building management system programming protocols to verify and document that systems are complete and functioning properly upon occupancy and ensuring that the University staff has adequate system documentation and training to sustain and maintain proper function throughout the life of the systems.

This Request for Proposal (RFP) is designed to present interested firms with a description of the services required and the format for responding to the RFP. Proposals should address all questions contained herein. The University of Connecticut, at its Storrs campus, includes over 484 buildings with a total square footage of 11 million ft^2. Currently the University is engaged with a major expansion under the UConn Next Generation program. These buildings include

administration, recreational, academic, food service, research, and living quarter activities. The buildings vary in age and design standard from the original 1881 campus to new construction. The mechanical and electrical equipment and systems in these buildings vary somewhat relating to their age and modifications effected over time. Most of the buildings receive chilled water and steam from a central plant, but there are stand-alone buildings having a full complement of utility services. As described above, based on the year built and available technology, there are a multitude of differing systems and equipment. University infrastructure components may have existing asbestos containing material (ACM) in some of the buildings that the Contractor will be working in. and must be aware of such harmful materials.

As a continuing process, the University has undergone multiple energy upgrade projects and building retro-commissioning by different firms. It is believed that the systems, notification, alarms, and operating sequences provided in this work have provided the university with the latest technology and most efficient operation of the completed work. However, since the work has been done over time and by different firms, standard practices building by building are not necessarily in place. Any solution proposed must work seamlessly with existing systems and the OsiSoft Pi Data Historian. The University does not wish to compromise or mitigate any total energy performance measures now in place. However any standardization of building management systems operations and sequencing is expected to fully incorporate a philosophy of further maximizing the total energy performance of the University while reducing the carbon footprint of the University.

3.2 Scope of Work:

It is the purpose of this request for proposal, to standardize the operating systems of all the buildings, to serve as a recommendation for retro-commissioning existing buildings, and to provide a basis for design of proposed new buildings. The technology and sequences offered are to provide optimum energy and water efficiency as well as comfort to the occupants of the building while serving all the needs for the various activities in the buildings.

The successful firm will be expected to survey a sample of buildings on campus, familiarize themselves with the system controls in place by discipline, and with that information provide standard practices for the operation of all energy consuming equipment. It is expected that a reference document will be created wherein each piece of equipment and each system type will be provided with a description of an optimal energy efficient operation with detailed programming standards. The incumbent shall also possess the ability to provide savings calculations pertaining to energy optimization projects and to implement software upgrades and commissioning of same on an intermittent, as required basis. Measurement and verification of the standards implemented may be required for proof of effect and to meet the current requirements of LEED Fundamental Commissioning, and Energy and Atmosphere Credits The incumbent shall document, and train university staff, in the measures submitted.

Two examples of typical measures are:

1. DCV-Demand Controlled Ventilation- The first issue is to assure that this type of control is included and that standard levels of CO2 are provided for each building type. Also the location of the sensors needs to be determined as to whether they will be in the ductwork or the spaces. The latter will depend on the system ductwork and the space use. Therefore we will need the strategy defined and a number of alternate applications provided along with set points. Enthalpy economizer operation in multiple common configurations must be considered.

Occupancy Sensors: Many of the areas of the buildings are randomly used and again in the summer there are other areas in this same category. Sensors can be installed to control the lighting and the HVAC in these areas. The sensors must be capable of communicating with the EMS. Also, some areas can go into full setback when not occupied and other areas need to have an intermediate set-point for quick recovery. These areas need to be defined and the operating parameters identified.

The University reserves the right to require the Vendor to replace any employee or subcontractor assigned to UConn if, in any way, it is the opinion of the University, such person is unacceptable. The University will not be penalized in any way, including delays in delivery of services, when an employee/contractor or subcontractor leaves the Vendor's service.

University infrastructure components may have existing asbestos containing material (ACM), if the Contractor finds material that may contain asbestos or other harmful materials, work must stop immediately and the University Contract Representative must be notified. Abatement will take place prior to completion of the work.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	November 19, 2018
Pre-Proposal Conference/Site Visits	N/A
Deadline for Written Inquiries	November 28, 2018
Response to Proposer Inquiries	November 30, 2018
Proposal Due Date & Time	December 6, 2018 @ 2:00 PM (ET)
Video Teleconference Presentations/Demonstration, *if required*	If Necessary
Anticipated Award Date	February 1, 2019
Begin Implementation/Transition	February 1, 2019
Contract Service Commencement	February 1, 2019
*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 Mandatory Pre-Proposal/Site Visits Meeting: N/A

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**

Experience: Provide evidence of a minimum of five (5) years' experience performing the work listed herein
Maximum Available Points 20 Pts

Past experience of proposed key members of the team on the referenced projects.
Maximum Points Available: 20

Certification in building management systems, software applications and affiliations as outlined in RFP.
Maximum Points Available: 20

Firms approach and preliminary work plan to achieve requested services.
Maximum Points Available: 20

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 **December 6, 2018 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 6047
Labeled: RFP DS110818 "Standardized Programming Practices"

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

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

5.5.1 FORM OF PROPOSAL: (See Section 8.0)

5.6 Proposals shall include an exact copy of the "Form of Proposal." All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.

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

authorized representative, may be rejected. The name of each person signing the proposal shall be typed or printed below the signature.

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

5.9 The terms and provisions of this 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 & Facilities Procurement Department.

5.11 No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Office of Capital Projects and Facilities Procurement 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 Facilities Procurement 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/Experience: The following requirements are presented as a minimum expectation for any Standardized Programming Practitioners proposal to be considered. All proposers must provide documentation that verifies and demonstrates experience. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

A. Describe the overall qualifications of the firm (and any sub consultants) including background in this field, the services that it provides and its specific experience in the last 5 years in this field. The prime firm should also highlight its experiences with its sub consultants and their successful projects together.

B. Describe your company's experience delivering services, related to the Scope of Services as outlined in the RFP. Provide an outline of your organization's contracts over the past three (3) years including size, scope and breadth of engagements for those respective clients; the type of services provided; the outcome of the project relative to the client's expectations; the impact of the project on the organization or

institution; and the Bidder's overall contribution to the success of the project. Also provide, sample documentation, sample reports and frameworks utilized when applicable.

C. Describe how you or your company has positioned itself to provide services that are competitively unique or provide value beyond competing companies, and how you rank in particular services relative to your competitors, related to the Scope of Services as outlined in Section 3.

D. Provide evidence of the following:

1. The practitioner must have at least 10 years of experience in the building controls industry working in commercial and industrial environments.
2. The practitioner must have at least 3 years of experience performing energy audits and energy efficiency assessments.
3. The practitioner must have a minimum of 5 years of experience working in critical laboratory facilities.
4. The practitioner must have a minimum of 5 years of experience performing application programming using the "Continuum Plain English" software application developed by Andover Controls, Corporation.
5. The practitioner must have a minimum of 2 years of experience creating and editing graphic user interfaces using the "Pinpoint" software application developed by Andover Controls, Corporation.
6. The practitioner must have at least 2 years of experience documenting "sequence of operations" documentation used in the building automation industry or have experience creating building engineering standards.
7. The practitioner must be currently certified as a Certified Energy Manager by the Association of Energy Engineers or be actively registered as a Professional Engineer (PE) and in the State of Connecticut.
8. The practitioner must be certified as a"Programmer" in the plain English programming language by one of the following companies: Andover Controls, Schneider Electric or Tour Anderson Controls (TAC.), Automated Logic, Johnson Controls, Siemens, and/or Westinghouse.

E. Describe your firm's approach and preliminary plan to achieve the Services outlined in Section I, including distribution of tasks, project management, software utilized, and methodology to ensure that timelines are met, and samples of how the information requested will be presented in the deliverables.

F. Contractor must be licensed by the State of Connecticut to perform Standardized Practices services.

5.15 Staffing Plan:

A. Organizational Chart – Provide an organizational chart showing the hierarchical structure of functions and positions within its organization.

B. Firm's proposal must include a spreadsheet with offered staff resources, role, years of industry experience for their specialization, professional designations (if any) and location (state).

C. Firm must provide resumes/CVs of key employees/consultants and management team that would be utilized under an awarded Contract, including narratives on their areas of specialty or expertise relevant to the Scope of Services as outlined in Section I as well as details on their professional affiliations and participation.

5.16 Appendices/Required Forms:

5.16.1 (Appendix - A) Contract Form
5.16.2 (Appendix - B) Company Profile
5.16.3 (Appendix - C) Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
5.16.4 (Appendix -D) Anti Collusion
5.16.5 (Appendix- E) Vendor Code of Conduct Acknowledgement of Receipt
5.16.6 (Appendix- F) Pricing Workbook
5.16.7 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.
5.16.8 Form 1 Gift and Campaign Contribution Certification
5.16.9 Form 5 Consulting Agreement Affidavit
5.16.10 Form 6 Affirmation of Receipt of State Ethics Law Summary
5.16.11 Form 7 Iran Certification
5.16.12 Bidder Contract Compliance Monitoring Report
5.16.13 Non-Discrimination Certification
5.16.14 SEEC Form 10 Acknowledgement of Receipt
5.16.15 CT Economic Impact Form
5.16.16 Copy of Insurance Certificate
5.16.17 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.

5.17 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.

5.17.1 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.

5.17.1.1 Form 1 Adobe.pdf Form 1 Word.doc

5.17.2 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.

5.17.2.1 Form 5 Adobe.pdf Form 5 Word.doc

5.17.3 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.

5.17.3.1 Form 6 Adobe.pdf Form 6 Word.doc

5.17.4 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.

5.17.4.1 Form 7 Adobe.pdf Form 7 Word.doc

5.17.5 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.

5.17.5.1 Notification to Bidders/Contract Compliance Monitoring Report

5.17.6 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).

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

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

5.15.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.15.8 Connecticut Economic Impact Form:

5.15.8.1 Connecticut Economic Impact Form

5.15.9 Anti-Collusion Affidavit

Please refer to Appendix C to secure this form.

5.15.10 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 Statue) 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 “Standardized Programming Practices” as used in this document will include all equipment, materials and labor required to meet the various needs of the University.

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

6.7 Pricing**:** Firms are to propose all inclusive hourly rates which 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, miscellaneous absences, general and corporate supervision and management expenses, overhead charges and expenses legal costs and accounting costs.

A. All inclusive rates are to be provided on the attached All Inclusive Rates Sheet.

B. Firms may only charge fees for actual services rendered to the University.

C. Compensation will be made only after the Firm submits itemized documentation in a form acceptable to the University of Connecticut designee to be determined. Billings are to be submitted on a monthly basis and must contain a detailed description of work performed. Billings must also be accompanied by a summary of time and charges billed for each service itemized on the invoice. Firm shall not be compensated for any time spent preparing billing documentation. Firm may also be required upon request of the University to provide summary memoranda concerning how services furthered resolution and current status of the matter.

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

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

6.8.2 Appropriate supporting documentation is provided;

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

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

6.9 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.

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

6.11 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).

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

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

6.14 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.

6.15 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.

6.16 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.

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

6.18 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 Statues.

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.

7.13.2 Payment Terms**:** 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.

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

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

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

Umbrella Liability:	$2,000,000 each occurrence

Professional Services Liability Insurance: (If applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with $1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of $1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a “Claims Made” basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor’s policy will provide coverage for the Contractor’s obligation under 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 Statues 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 contains trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

7.36 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 Agreement 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: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Proposer" and "Proposer" include any successors or assigns of the Proposer or Proposer; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity

can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small Proposer 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 Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, on 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 Proposer is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Proposer 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 Proposer further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or

representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Proposer 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 Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer'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 Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer 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 such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Connecticut General Statutes §46a-56; provided if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer 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 Proposer 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 Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer 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 Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Proposer 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 Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer 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 sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Connecticut General Statutes § 46a-56; provided, if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer 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: December 6, 2018

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 Standardized Programming Practices, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this 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: _____

9. Pricing Workbook (Appendix F) Contractors to complete the pricing work as requested.

Proposer Sales Representative (please attach resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2018

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

Appendix F – Pricing Workbook

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.		