



REQUEST FOR PROPOSAL

RFP # LM010118

Athletic Field Turf Management

University of Connecticut

Storrs, CT

Proposal Release Date

Friday, February 7, 2019

Proposal Due Date

Thursday, February 28, 2019 @ 2:00 PM (ET)

Buyer: Lisa Mieszkowicz
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Procurement Services
3 Discovery Drive Unit 6076
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1.0 Introduction

The University of Connecticut (“UConn”) is soliciting proposals from experienced and qualified individuals or firms to provide Athletic turf management services for approx. 10.25 acres of natural turf playing/practice fields located at the Storrs Campus.

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

2.0 Background – About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 32,000 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: [2019 Fact Sheet](#)

3.0 Scope of Work

Services shall consist of furnishing all of the consulting services and materials necessary to perform the turf management services for approximately 10.25 acres at the University of Connecticut’s athletic turf fields. The Firm will be responsible for providing all management, supervision, labor, supplies, materials, software, custom programming, equipment and tools required to effectively, efficiently, and satisfactorily perform the services as required by the University. The Firm shall provide all management, administrative and technical functions for the effective and timely accomplishment of those services.

All Services must be performed to the complete satisfaction of the University. A representative of the University will oversee the contract terms to ensure that the contractual obligations are met.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	Friday, February 8, 2019
Non-Mandatory Pre-Proposal Conference Call	Wednesday, February 13, 2019; 9:00 AM
Deadline for Written Inquiries	Friday, February 15, 2019; 2:00 PM (ET)
Proposal Due Date & Time	Thursday, February 28, 2019; 2:00 PM (ET)
Video Teleconference Presentations/Demonstration, <i>if required</i>	TBD

*Subject to change as deemed necessary by the University.	
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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 Lisa Mieszkowicz
University of Connecticut
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
E-mail: lisa.mieszkowicz@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 Pre-Proposal Conference Meeting: A site walkthrough has been scheduled for **Wednesday, February 13, 2018 at 9:00 AM**. This walkthrough is not mandatory, however; interested bidders are strongly encouraged to attend to view existing conditions. Meeting will be held at Procurement Services Conference room, 2nd floor located at 3 Discovery Drive Storrs, CT 06269.

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 \(Main and Regional Campuses\)](#)

4.7 Required Qualifications: The following requirements are presented as a minimum expectation for any firm's 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.

4.7.1 The successful bidder will have proven extensive experience in providing turf treatment/turf management services for athletic fields of NCAA DI collegiate and or professional sport fields of similar size, nature and scope as those stated within the RFP.

4.7.2 Provide at least five (5) examples of similar service experience being performed or have been performed within the past 5 years. Include a detailed description of the services performed and how it relates in comparison to the services under this RFP.

4.7.3 Maintain all Federal and State licenses required for the work being provided.

4.7.4 Provide an online/software management system that the Division of Athletics grounds staff will have access to monitor the firm's application schedules, product inventory and usages. Proposer to provide software literature and screenshots of proposed system.

4.7.5 The selected firm shall also have reporting capabilities. They must be able to present performance based scientific testing results in a report card format that the University will utilize for its records.

4.7.6 The Firm shall also provide a list of testing methods that it utilizes for turf management.

4.8 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.

4.8.1 Experience and Qualifications

Maximum Points Available: 55

- 4.8.1.1 Capabilities to perform the specified work described herein as demonstration by proposers experience and qualifications.
- 4.8.1.2 Ability to meet the responsiveness needs of the University.
- 4.8.1.3 Certifications, licenses and professional organization affiliation/participation. Training and software capabilities being proposed.
- 4.8.1.4 Respondent's offering is comprehensive and allows for access to products and/or services required to support operational needs.

4.8.2 Cost

Maximum Points Available: 20

4.8.3 Managerial and Technical Abilities of Proposed Team Maximum Points Available: 25

- 4.7.3.1 Professional qualifications and responsibilities of the personnel who will be assigned to the University including their experience on similar assignments and their specific responsibilities.
- 4.7.3.2 Complete resumes provided for each discipline that the firm deems necessary to complete any requested scope of services.

Total Points 100

- 4.9 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.
- 4.10 **Contract Document:** A draft of the contract has been attached to the 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.
- 4.11 **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 February 28, 2019 at 2:00pm (ET). Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.
- 5.2 **Deliver to Address:** For deliver to instructions, please refer to Section 4.2.

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

**University of Connecticut
Procurement Services
Attn: Lisa Mieszkowicz
3 Discovery Drive, Unit 6047
Storrs, CT 06269**

Labeled: "RFP LM010119 Athletic Turf Management Services"

- 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 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 Procurement Department.

- 5.11** No information communicated verbally shall be effective unless confirmed by written communication from the University of Connecticut Procurement Department. In all cases, no verbal communication will override written communications and only written communications are binding.
- 5.12** 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 Procurement 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** The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

5.14.1 Appendices/Required Forms:

- 5.14.1.1 Similar Contracts: Provide a list of accounts within the past five (5) years that are of similar size and scope as to that of the University.
- 5.14.1.2 (Appendix A) – Contract Form
- 5.14.1.3 (Appendix B) – Company Profile
- 5.14.1.4 (Appendix C)- Governor Jodi M. Rell Ethics Memo
Acknowledgement of Receipt
- 5.14.1.5 (Appendix D) – Anti Collusion
- 5.14.1.6 (Appendix E) - Client References: Provide a minimum of five (5) client references. Client references should be able to verify accuracy of assertions made by the Vendor.
- 5.14.1.7 (Appendix F) - Vendor Code of Conduct
- 5.14.1.8 Form of Proposal
- 5.14.1.9 Form 1 Gift and Campaign Contribution Certification
- 5.14.1.10 Form 5 Consulting Agreement Affidavit
- 5.14.1.11 Form 6 Affirmation of Receipt of State Ethics Law Summary
- 5.14.1.12 Form 7 Iran Certification
- 5.14.1.13 Bidder Contract Compliance Monitoring Report
- 5.14.1.14 Non-Discrimination Certification
- 5.14.1.15 SEEC Form 10 Acknowledgement of Receipt
- 5.14.1.16 CT Economic Impact Form

- 5.14.2 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting forms when contracting with state agencies. By

submitting a proposal in response to this RFP, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

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

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

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

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

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

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

5.14.2.4 Form 7 Iran Certification: This certification accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. This form must always be submitted with the proposal, or if there was no 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.

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

5.14.2.5 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

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

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

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

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

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

5.14.2.8 Connecticut Economic Impact Form:

5.14.2.8.1 [Connecticut Economic Impact Form](#)

5.14.2.9 Anti-Collusion Affidavit

5.14.2.9.1 Please refer to Appendix D to secure this form.

5.14.2.10 Governor Jodi M. Rell Ethics Memo

5.14.2.10.1 Please refer to Appendix C to view this document.

5.14.2.10.2

6 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.
- 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 "Agreement" shall mean the contract issued as a result of this Request for Proposal.
- 6.1.9 "CT-based Businesses" shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has

generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.

- 6.1.10 "Joint Venture" in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 7.31 for specific requirement(s) related to joint venture proposals.
- 6.1.11 "SBE/MBE Firm" shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229.
- 6.1.12 "University" or "UConn" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.
- 6.1.13 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.
- 6.1.14 "UConn Law" or "UCL" shall mean the University of Connecticut Law School and its affiliates.
- 6.1.15 "Contract" shall mean the resulting agreement of this RFP between the University and Contractor. .

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 submit their pricing in Appendix G – Pricing Workbook. Firm(s) shall provide lump sum price (s) to perform the full Athletic Turf Management Services as outlined in the RFP.

6.7.1 During the subsequent terms, compensation can only be adjusted when the University elects to add or remove service locations, or when service provider proposes any discounts.

6.7.2 Only during the renewal period shall proposed fee changes be submitted for review. There shall be no adjustments in the middle of the then-ongoing term.

6.7.3 All additional charges, including but not limited to training, insurance, home office expenses, indirect costs relating to field administrative personnel and support staff, insurance including but not limited to general liability, automobile, umbrella, and pollution liability, safety related equipment and other related costs, small tools, consumables which are normally used in the execution of the work, Travel time, mileage, meals, parking and/or other items as are commonly considered part of home office overhead are the responsibility of the Contractor and is considered overhead.

6.7.4 Service Provider must comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's website at <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.html>

6.7.4.1 Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

6.7.5 General Assumptions:

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

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

6.7.5.3 It shall be assumed that the pricing submitted by each Service Provider is sufficient to cover all specifications, terms and conditions described in the RFP.

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. If you take exception to these terms provide your companies payment terms in form of proposal (Section 8).
- c) Invoices shall be submitted along with any Reports then required and with such supporting documentation as the University, may request. Without limiting the foregoing, the Contractor shall submit a certified payroll record, utilizing the form furnished by the Connecticut Department of Labor. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.

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

- 6.10.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 6.10.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 6.10.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

6.12 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 initial term of any contract resulting from this RFP shall be from date of execution through December 31, 2020 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, and execute an agreement on or before the date outlined in section 4.1. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

- 7.4** 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.
- 7.5** Liens: The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the Proposer.
- 7.6** Actions of Proposer: The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of or with the University.
- 7.7** Award: The award shall be made to the most responsive bidders, offering the best value 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.
- 7.7.1 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.
- 7.7.2 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.
- 7.7.3 The University reserves the right to make multiple awards for these services if it is deemed to be in its own best interest.
- 7.7.4 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.
- 7.7.5 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

- 7.7.6 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.
- 7.7.7 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.
- 7.7.8 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.
- 7.7.9 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of this contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
- 7.7.10 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.
- 7.7.11 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.
- 7.7.12 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

7.8 Payments under a Contract Award:

- 7.8.1 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.

7.9 Business Relationship Affidavit:

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

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

7.10 Conflict of Interest:

The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

7.11 Equal Employment Opportunity Requirements:

- a. In entering into any contract resulting from this 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.

7.12 Federal, State and Local Taxes, Licenses and Permits:

The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.

7.13 Waiver of Rights:

No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

7.14 Prior Course of Dealings:

The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

7.15 Warranty:

The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

7.16 Proposer Personnel, Forms and U.S. Export Control Regulations:

7.16.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

7.16.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional's authorization for employment in the United States (<http://www.uscis.gov/i-9>).

7.16.3 Each Proposer shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

7.17 Information Provided by the University:

The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract. Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs.

7.18 Responsibilities of the Proposer:

7.18.1 Observing Laws and Regulations: The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its

officers, and agents against any claims of liability arising from or based on any violation thereof.

- 7.18.2 Representations: Each firm, by submitting a proposal, represents that it:
 - a. Has read and completely understands the proposal documents; and
 - b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.
- 7.18.3 Purchase Orders: Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

7.19 Insurance Requirements:

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

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

Statutory Workers' Compensation and Employers' Liability:

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

Commercial General Liability:

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

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

Combined single limit:	\$1,000,000 each occurrence
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Umbrella Liability:	\$2,000,000 each occurrence
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Professional Services Liability Insurance: (If applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum

coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

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

7.20 Contractor's Indemnity and Assumption of Liability:

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

fulfilling its indemnification and defense obligations hereunder, the Contractor shall use legal counsel reasonably acceptable to the University.

7.20.2 The Contractor's indemnity shall include, without limitation, damage due to misuse by Contractor or any person for whom the Contractor has responsibility, of tools, machines, vehicles or uncontrollable equipment that may malfunction. University property damaged in the performance of Services shall be repaired and left in good condition (as found). All such repairs shall be accomplished by the Contractor at no cost to the University.

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

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

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

7.21 License: Any Agreement resulting from this 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.

7.22 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date, the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement Services immediately by registered mail.

7.23 Advertising/Sponsorship Opportunities: In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (

whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 4.2.1 for details on how to pursue such a relationship.**

7.24 Intellectual Property:

- 7.24.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.
- 7.24.2 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.
- 7.24.3 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

7.25 Confidential Information:

- 7.25.1 The University treats Proposals as confidential until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, said Respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Respondent in connection with its proposal.
- 7.25.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work.

7.26 Responsibility of Those Performing the Work:

- 7.26.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees, as well as all other persons involved in performing any tasks associated

with the provision of the goods and/or services outlined in this RFP by the Proposer.

7.26.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

7.26.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

7.27 Freedom of Information:

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

7.28 Mandatory Affidavits:

The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

7.29 Joint Ventures:

Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

7.30 Executive Orders of the Governor:

The executed contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

7.31 Ethics and Compliance Reporting/Whistleblower Protection:

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any sub-Proposers, who are involved in the implementation of this contract, of this reporting mechanism.

7.32 State Elections Enforcement Commission (SEEC) Requirements:

For all State contracts as defined in 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.

7.33 Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with

the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State

of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended;

provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

7.34 Termination for Cause: The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract. The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- a. If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- b. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- c. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- d. The University will be obligated only for those goods or services rendered and accepted prior to the date of Notice of Termination.
- e. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.35 Termination for Convenience:

- a. The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- b. If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

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

Without limiting the other indemnification obligations of the Contractor under this Agreement, the Contractor shall defend, indemnify and hold harmless the State of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns

for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

7.37 Vehicles and Transportation:

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

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

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

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

8.0 Form of Proposal

Date: February 28, 2019

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

1. The undersigned proposer, in response to RFP LM010119 for Athletic Turf Management Services for the University of Connecticut, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda, which are a part of the RFP documents:
_____, _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. Is proposer **currently** a State of Connecticut Small Business Enterprise and **certified** with DAS?

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

No ()
8. Payment Terms shall be 2% 15 days / Net 45 days unless noted here; _____
9. Proposer Sales Representative (please attach resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2019

Firm Name: _____

Address: _____

F.E.I.N. # _____

(Please include a current W9)

Authorized Signature: _____

Print Name/Title: _____

E-Mail: _____

Telephone: _____

9.0 Appendix A – Contract Form

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

10.0 Appendix B – Company Profile

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

11.0 Appendix C – Gov Jodi M. Rell Ethics Letter

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

12.0 Appendix D – Anti Collusion Affidavits

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

13.0 Appendix E - References

Instructions: Please complete the following sections for each of the proposer’s five (5) references. These references should be of comparable size and scope to the University’s requirements as set forth in the 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.		

Reference - #4		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		

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

14.0 Appendix F – Vendor Code of Conduct

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

15.0 Appendix G – Pricing Workbook

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