

ADDENDUM #2

DATE: May 28, 2019
TO: All Prospective Bidders
FROM: Lisa Mieszkowicz, Senior Procurement Specialist
RE: **RFP# LM050119 Pool Chemistry and Monitoring Services**

All respondents are hereby advised of the following amendment to the Request for Proposal documents which are hereby made an integral part of the bid documents for the subject contract, prepared by the University of Connecticut Procurement Services Department.

Proposals submitted shall be deemed to include the following document information as shown in Addendum No. 2. Respondents shall be required to acknowledge receipt of this addendum in their proposal response. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.**

Refer to the following clarifications:

- 1. RFP Due Date has been extended to June 4, 2019**
- 2. Refer to the enclosed RFI Log.**

Name of Bidder

Date

Address

Signature and Title

RFI LOG - RFP LM050119 Pool Water Chemistry and Monitoring Services		
RFI No.	Question	Response
1	In section 5.14.2 "Contractor must have and maintain a Connecticut SP-1 limited spa and pool contractor license". Question - thought this was going to be amended to read contractor must maintain a CPO certification instead?	Correct, Section 5.14.2 to read as follows - Contractor must have and maintain a CPO certification.
2	Insurance – Request is to be notified of any change, cancellation or non-renewal of our insurance. Ecolab utilizes the insurance industry standard notice of cancellation and this does not provide notice of change, non-renewal, etc. As a large global company servicing 1,000's of customers and an insurance program that evolves with each renewal, acquisition, etc. we do not provide notice of anything other than cancellation. As for a copy of our policies - We don't provide customers with copies of our actual policies. We can provide a Certificate of Insurance and endorsements. As for the request to be added as an additional insured. We can do that to the extent of our indemnification obligations. We have risk management policies on our end to abide by.	The University may be flexible in regards to notification of cancellation requirements. Being named as an Additional Insured is a standard contract requirement, along with requiring the Contractor to indemnify the University. This is not or subject to limitations that a Contractor's risk manager may suggest.
3	Intellectual Property – Seeking to turn over IP rights to the University - Ecolab doesn't do that, can we amend this? Any developments or inventions (other than Joint Inventions) that relate to Ecolab's business, products or services will be owned solely by Ecolab. A "Joint Invention" is an invention that is subject to a separate written joint development agreement between the University and Ecolab that outlines the specific contributions of each party and the relative rights to intellectual property created under such an agreement.	Understood. Section 7.32 is not applicable to the RFP.
4	Will you confirm UCONN will stay on CO2 as the primary form of pH control? If not, can you provide a projected annual amount of manual muriatic acid you would want from Ecolab each month or on an annual basis? If UCONN will not be staying on CO2, can you provide a previous R12 usage of the CO2?	Uconn will remain on CO2.
5	Glenn inquired on an excess inventory of Pulsar tablets currently on hand, the ask was to potential buy-back left over inventory if you move forward with us. Can you provide how many buckets/cases are currently in inventory and the pack size of this product?	The University is depleting is current stock and by time of contract execution there shall be a minimal amount if any of the chemicals.
6	If pH increaser is to be included, can UCONN provide an annual purchase data on soda ash and alkalinity increaser for the previous couple years?	Unfortunately there is no credible data available.
7	During the pre-proposal meeting, under Section 6.7.3 we discussed our employees are skilled labor. Question: Were you able to investigate this based on your learning of how our associates are compensated to potentially amend as required in the RFP or do we have an update on what we need to provide here?	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.
8	There was an ask that our associate move pool chemicals from your warehouse to each pool site. Ecolab has a company policy on this: Transportation of Solids & Liquids Maximum amount of total chemical is 30 kg (66 lbs) for solids, or 30 L (8 gal) for liquids. Our associates are only permitted for transporting samples to customers Transportation with the intent to serve as a hauler by any associate – no matter the quantity – is not permitted and can lead up to termination. Risks - Serious injuries Property damage/loss and personal property damage/loss Inspections and citations by regulatory agencies, including DOT or OSHA, particularly if injuries or accidents occur due to disregard for proper packaging, marking, or communication under the MOT requirements	

	<p>Penalties or fines imposed against Ecolab</p> <p>If hazardous materials are improperly disposed, civil and criminal penalties against Ecolab and against our associate are possible</p> <p>Question: Does UCONN have the means to transport chemicals from your warehouse to each site? If not we may be able to set up individual ship to accounts to receive our product directly.</p>	The University will coordinate with the awarded Contractor regarding the delivery and receiving of chemicals.
9	Can you confirm exact water data for this RFP, as it stands today in section 3.15 Pool Sizes?	ph 7.4 ALK 89
10	Will we have an opportunity to put in an Addendum if awarded later in the year for water currently under construction?	Any addition or removal of service locations will be addressed with the awarded contractor at that time
11	With the RFP document it contains many of the same terms in the contract, should we include our modifications above in the RFP response if you are agreeable to or amend any of these?	The University shall address questions in this RFI response format and the responses will be reflected within the contract.