

UConn

UNIVERSITY OF CONNECTICUT
REQUEST FOR QUALIFICATIONS

RFQ # LM110119

Set-Aside Janitorial Services for Regional Campuses

University of Connecticut

Proposal Release Date

February 27, 2020

Mandatory Pre-submission Meeting

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Proposal Due Date

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Buyer: Lisa Mieszkowicz
Senior Procurement Specialist
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-8054
Email: lisa.mieszkowicz@uconn.edu

Table of Contents

- 1.0 Introduction
- 2.0 Background - About UConn
- 3.0 Scope of Services
- 4.0 Instructions to Proposers
- 5.0 Submission Instructions
- 6.0 Standard RFQ Requirements
- 7.0 Standard Contract Terms and Conditions
- 8.0 Form of Proposal
- 9.0 Appendix A – Contract Form
- 10.0 Appendix B - Gov Jodi M. Rell Ethics Letter
- 11.0 Appendix C - Anti-Collusion Affidavits
- 12.0 Appendix D - References
- 13.0 Appendix E - Vendor Code of Conduct
- 14.0 Appendix F –Pricing Workbook
- 15.0 Appendix G - Exhibits A, B, C, D

1.0 Introduction

The University of Connecticut (hereinafter referred to as the “University”) is seeking experienced and qualified set-aside firms to provide janitorial services at the University of Connecticut Regional Campuses (Waterbury, Stamford, Hartford Law, Downtown Hartford and Avery Point). The objective of this RFQ process is to identify Service Providers who can provide world-class service at the most competitive prices and the highest consistent quality to the University. It is the University’s intent to obtain services as described herein for the Regional Campuses.

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

2.0 Background – About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Waterbury, and UConn Health located in Farmington. Detailed University demographics are available via the following link:

<https://uconn.edu/content/uploads/2018/07/INS-004-Fact-Sheet-070918-FY19.pdf>

3.0 Scope of Services

3.1 The University’s campuses are as follows (shows cleanable square footage and included buildings only):

- **Waterbury** - 93,891 Net Cleanable SF, 2 Buildings
- **Stamford** - 197,691 Net Cleanable SF, 3 Buildings
- **Downtown Hartford** - 127,169 Net Cleanable SF, 2 Buildings
- **Hartford Law** - 195,576 Net Cleanable SF, 5 Buildings
- **Avery Point** - 223,575 Net Cleanable SF, 14 Buildings

3.1.1 It is the University’s intent to award the contract for Regional campuses to one service provider but reserves the right to make multiple awards for these services if it is deemed to be in the University’s best interest.

3.1.2 The University has reserved the Regional campuses for participation by Certified Department of Administrative Services (DAS) Supplier Diversity (set-aside) – Small Business Enterprise (SBE), Minority Business Enterprise (MBE), women-owned (WBE) businesses, and businesses owned by persons with a disability certified as such by the State of Connecticut’s DAS Supplier Diversity Division, pursuant to Connecticut General Statute 32-9e. Firms must be S/MBE certified at time of RFQ submission.

3.1.3 Only those s/mbe businesses that the University believes represents consistent relevant primary experience as Janitorial Service Providers will be considered.

3.1.4 To become a certified Small/Minority Business, your company must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229.

3.1.5 Proposers who have questions about the small business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capitol Avenue, Hartford, CT 06106, Fifth floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://das.ct.gov/cr1.aspx?page=34>.

3.2 University Standard (Base) Cleaning Specification – See Exhibit B under “Exhibits”

This Standard (Base) Cleaning Specification has been designed to standardize and optimize the cleaning programs across the various University buildings and campuses. Used in conjunction with the additional requirements contained within this specification includes industry best-practices to ensure a healthy and safe environment for the people who visit or work in the University’s buildings.

Each janitorial task has an associated frequency listed with it. Below is an explanation of the frequencies found in the specification:

Frequency Chart

<u>EXAMPLES OF FREQUENCY REQUIRED</u>	<u>ANNUAL FREQUENCY</u>
Five day service (“twice daily”)	520
Five day service (“daily”)	260
Four times per week	208
Two times per week	104
Weekly service	52
Bi-Weekly service	26
Monthly service	12
Quarterly service	4
Semi-Annual service	2
Yearly service	1

Note: The frequency examples above are for area types that are in-use every week of the year. In the specifications below, some frequencies may look non-standard (240, 192, etc.). These frequencies are for area types such as classrooms and lecture halls that are not in use for various weeks during the academic year.

Also note that the University is closed for the following holidays or alternate days selected by the State of Connecticut: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas.

Services may be scheduled on holidays as required by the University. These services will be based on Time & Material rates. Weather emergencies may require an alternate work schedule, which will be at the direction of the University Representative.

3.3 Campus-Specific Specifications

In addition to the base Cleaning Specification, the Service Provider shall be responsible for the following campus-specific and building-specific considerations, which shall be included in the overall firm fixed-price.

3.3.1 Waterbury

- a) Service Provider shall include at least one full-time Lead Worker or Working Supervisor at this campus.
- b) If Lead Worker or Working Supervisor is absent, Service Provider shall pay Lead/Supervisor rate to employee designated by facilities manager and Service Provider.
- c) In addition to the daily cleaning of the stairs and elevator in the parking garage, the Service Provider shall be responsible for emptying and replacing the parking garage trash on a daily basis.
- d) 3,160 Square Feet of Labs and three multi-purpose rooms shall have their floors scrubbed and recoated three times per year and burnished monthly. All other tasks and frequencies listed in Section 3.2 still apply.
- e) Restrooms located nearest office 129 and the multi-purpose rooms shall be cleaned twice per shift. Tile floor grout should always remain dirt free.
- f) Interior glass doors, windows and partitions shall be cleaned weekly – both buildings. Smudges shall be removed as needed.
- g) Exterior glass along East Main Street, Phoenix Avenue and courtyard space shall be cleaned monthly.
- h) The Service Provider may be asked to remove graffiti, tape residue and gum, as needed, in all serviceable areas and stairwells.
- i) Service Provider shall perform locking and unlocking duties per Regional Campus needs
- j) All shifts shall remove snow and apply ice melt treatment, as needed, at all building entrances, sidewalks, and ramps to include parking garage landings.
- k) Service Provider shall remove rubbish and debris from all University property and adjacent public sidewalks on a daily basis.

3.3.2 Stamford

- a) Service Provider shall include at least one full-time Lead Worker or Working Supervisor at this campus.
- b) The Service Provider shall provide one (1) full time grounds keeper at the Stamford campus. The grounds keeper's duties shall include, but are not limited to:

Task Description (Grounds and Surface Lot)	Frequency
Mow lawn on Washington Blvd. by Parking Garage, Main Building and Franklin St.	Bi-Weekly
Edge lawn perimeters and remove debris to designated location	Annually
Trim hedges, rake area and remove debris to designated area	Annually
Rake and blow leaves, bag leaves and remove to designated area	Daily or as required
Shovel snow and salt sidewalks	As required
Empty trash cans in parking surface lot and remove trash to designated area	Daily
Police grounds, pick cups, papers, bottles, buds and other debris	Daily
Replace trash can liners and clean obvious soil, spills of trash container	Daily
Empty ashtrays at entrances	Daily
Damp wipe ashtrays to remove buildup soil and other spills	Daily
Police parking surface lot to remove dead branches, bottles, cans, coffee cups and other related debris	Daily

- c) The Service Provider shall shovel snow and remove ice from all of the sidewalks, ramps and walkways at the Stamford campus.
- d) **Broad St.:** Ground level perimeter glass shall be cleaned weekly (remove any visible spots, streaks, fingerprints, cobwebs, etc.)
- e) The Stamford campus has a large number of events each year (over 350) requiring the Service Provider’s assistance in setting up for these events. Set-up typically takes at least four hours per event. The number of hours required each year for these set-up activities may exceed 1,500 hours.
- f) Service Provider employees shall not work flex hours or be able to change hours without the permission of the University Representative, who must first discuss and approve the schedule change with the Service Provider.

3.3.3 Downtown Hartford

- a) Service Provider shall include at least one full-time Lead Worker or Working Supervisor at this campus.
- b) Service Areas are the building with street addresses – 10 Prospect Street and 38 Prospect Street in Hartford, CT.
- c) **Classrooms/Labs, Lecture Hall, Auditorium:** Service Provider shall add the following task to the standard specifications: Police restrooms, remove trash and debris, spot clean fixtures, mirrors and floors, and replenish supplies.
- d) **Restrooms:** Service Provider shall add the following task to the standard specifications: Police restrooms; remove trash and debris, spot clean fixtures, mirrors and floors, replenish supplies.
- e) Floor project, stripping and waxing of floors 1x/year plus Terrazzo floor care per manufacturers care instructions. The Hartford campus has classes year round and this type of project needs to be performed after building hours, allowing for less time and less interruption for the cleaning crew, faculty, staff and students. A separate crew with a separate supervisor from day shift will be needed to oversee the floor project work.
- f) Shampoo fabric furniture in classrooms, lecture areas and computer rooms, meeting and conference rooms where applicable, 2x/year. Police and spot clean as needed.
- g) Snow Removal: For the Harford campus, the following is included (without limitation) in the Basic Services: remove snow at all building entrances, sidewalks, landings, steps and ramps on campus.
- h) Service Provider shall perform locking and unlocking duties per Regional Campus needs.

3.3.4 School of Law

- a) Service Provider shall include at least one full-time Lead Worker or Working Supervisor at this campus.
- b) Service Provider shall abide by the following trash removal guidelines for the School of Law campus:
 - o The Service Provider is responsible for daily emptying of trash and recyclables in all office buildings. The trash and recyclables will be managed in separate containers and discarded appropriately. All trash and recyclables will be placed outside the Faculty office door by the faculty member to be emptied on an as needed basis. All staff trash and recycling will be emptied daily within the office space and all trash and recycling will be placed in the appropriate locations.

3.3.5 Avery Point

- a) Service Provider shall include at least one full-time Lead Worker or Working Supervisor at this campus.
- b) The Student Center is connected to building 4322 (Academic Theater) and includes a cafeteria that is heavily used throughout the day.
- c) Service Provider must include a 2nd shift porter as part of its pricing and staffing plan. This porter shall police restrooms, cafeteria, classrooms and break areas during the campuses heavy evening usage hours.
- d) The Service Provider does not need to perform locking and unlocking of buildings at this campus.
- e) Interior glass doors and windows shall be cleaned weekly – all buildings
- f) Exterior “store front” glass doors and windows in the **Student Union** and **Marine Sciences** buildings shall be cleaned weekly.
- g) Service Provider may be asked to assist with moving furniture around the campus as well as special storage area clean-ups. T&M rates shall apply.
- h) Vehicle (Pickup Truck) is required to move garbage from building to central compactor.

3.4 Event Support Services

UConn has a large number of events that occur at its Regional Campuses. Events will occur on the weekdays, weekends, days and nights. It may be requested at times that the Service Provider assist the University in providing coverage for specific events when requested by UConn. The Service Provider shall support the events per UConn’s instructions, which may include set-ups, tear downs, pre-cleaning, mid-event cleaning and post-event clean-up activities, sometimes on very short notice. UConn shall compensate the Service Provider based on the pre-established all-inclusive hourly price for the extra work (included in the pricing workbook). Event duties must be well-managed and are subject to the same high expectation levels as the routine cleaning services.

3.5 Important Note Regarding Campus-Specific Cleaning Specifications

The University reserves the right to increase or decrease the scope of work during the term of the Agreement. This reduction and/or addition to the scope of work will be based on the per square foot unit cost.

3.6 Performance Based Contracts

The University is seeking to establish a performance-based contract with the successful Service Provider.

3.6.1 The Service Provider shall use the tasks and frequencies listed in scope of services section as a **guideline only**. The performance of the Service Provider shall be evaluated and managed in the manner described in the Key Performance Indicators and Performance-Based Criteria Section stated below.

3.7 Key Performance Indicators (KPI's) and Performance-Based Criteria

3.7.1 Janitorial

A performance-based inspection program is considered to be an integral part of the contractor-client relationship. It is anticipated that participation in a quality-based system will assist the Service Provider in meeting the required quality of service. The University will be using a web-based quality inspection system. The awarded Service Provider shall be utilizing the University's AiM CMMS system for its inspections.

3.7.2 The performance of the Service Provider shall be evaluated and managed in the manner described below:

3.7.2.1 Monthly Inspections - During the term of this agreement, the Service Provider and the University shall jointly conduct monthly audits. The University will schedule and coordinate the audits.

3.7.2.2 Inspection Process

- a. Conduct monthly quality inspections of a cross-section of at least 25% of the buildings, (inspections at the regional campus buildings to be coordinated by the University's designated representatives). A "cross-section" inspection shall be defined as an inspection, during normal business hours, of at least 20% of a buildings cleanable square footage.
- b. The overall monthly Quality Success Percentage (QSP) score must be at least 85%.
- c. Meet all other janitorial-related requirements as stated in the specification

3.8 Penalty for Non-Performance - Failure to meet any one of the below KPI's for two consecutive months shall result in a penalty of 1.5% (applies to individual facilities) of the second month's invoice value associated with the failing facility. The penalty shall be continued for additional consecutive months of non-compliance. Repeated failure may result in contract termination.

3.8.1 Non-performance is defined as:

- a. Failure to obtain the defined minimum QSP score
- b. Failure to participate in the monthly audit
- c. Failure to meet other terms and conditions of the Agreement

3.8.2 Failure to obtain the defined minimum QSP Score

- a. A 1.5% penalty shall apply if an individual facility fails to obtain a QSP score of 85% for two consecutive months or three times in a 12 month period.
- b. The 1.5% penalty shall not apply to any extra work order line items on the janitorial invoice.
- c. Repeated failure to achieve a QSP of 85% may result in termination.

3.8.3 Failure to conduct the required monthly audit.

3.8.4 Failure to conduct the required monthly quality audit will be deemed as the equivalent of failing to meet the prescribed QSP score. The 1.5% penalty, as well as other available remedies, will apply.

3.8.5 Failure to meet other terms and conditions of the Agreement.

3.8.6 The Service Provider also agrees to the other terms and conditions as described in the Agreement. Failure to meet these terms and conditions may result in termination.

3.9 Maintaining a Quality Success Percentage of 85% or better

3.9.1 During the term of this agreement, the Service Provider is required to maintain a quality success percentage (QSP) of 85% (relating to the quality system).

3.9.2 A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in Specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable (free of dust, debris, spots, etc.), then the resulting QSP is 85%.

3.9.3 University representatives and the Service Provider shall conduct the formal monthly quality inspections as a team. Using this approach, the University representative and the Service Provider shall identify and agree upon deficiencies *during the actual inspection process*.

3.9.4 If a University representative inspects a building without the Service Provider's inspector being present, and that building's resulting score is deemed to be potentially controversial, the University representative shall contact the Service Provider immediately after completing the inspection to inform the Service Provider of the score and the rationale behind it. Every effort shall be made to communicate and accept the score at the time of inspection.

3.9.5 The methodologies described above are intended to minimize the risk of possible disputes regarding quality inspection scores. At all times, every communication effort shall be made to minimize disputes and to accept the quality scores at the time of inspection. However, should a dispute arise, the following courses of action shall be taken, in order of escalation:

- a. The University and Service Provider shall re-inspect the building(s) in question via a joint inspection, with the original inspector.
- b. The University and the Service Provider may designate other representatives (NOT the original inspector(s)) to conduct a joint inspection of the building(s) in question.

- c. The University is the final arbitrator and holds the authority for the final score.

3.10 Quality Improvement Plan

The Service Provider will be required to provide a Quality Improvement Plan for review and approval within one week following each audit.

3.11 Contractor Flexibility

3.11.1 Service Provider shall be extremely flexible when it comes to creatively and proactively using its workforce to help UConn accomplish its various goals. For example, UConn may have a special event that needs set-up, or an emergency may need a fast response. To the greatest extent possible, the Service Provider shall use its existing workforce, during its normally scheduled shift times, to assist UConn with these goals. Service Provider must maintain a flexible workforce and staffing solution that can perform these special and non-routine duties, sometimes on short-notice, without sacrificing the overall cleaning quality levels in the buildings that they are normally assigned to clean. In these cases, the area that had the reduced available staffing shall not be inspected for two days in order to give the Service Provider a chance to catch up on the cleaning of that area or facility. There may be occasions where the Service Provider will be asked to provide assistance for a University event with assigned staff on duty. These services are considered to be part of the Service Providers Fixed Price.

3.11.2 Again, UConn will expect and necessitate this type of flexibility from the Service Provider, and the Service Provider MUST creatively adjust its staffing plan to minimize or eliminate extra billing for these activities.

3.12 Green Cleaning / Equipment/ Training

Refer to Exhibit C- Green Cleaning Policy and Program Plan

3.13 Account Management

The University reserves the right to ask for personnel changes at any time. Service Provider shall put in place an Account Management Team that will have the responsibility to manage the University account at all buildings within the scope of this RFQ. This Account Team shall consist of (but may not be limited to) the following individuals who will be responsible for the assignments designated below:

3.13.1 Account Manager

- a. The Service Provider must have a manager on site when services are provided.
- b. Is available 24 hours, 7 days a week (as appropriate).
- c. A full-time, 40 hour-per-week employee designated solely to the University account.
- d. Responds to emergencies within two hours.
- e. Has ultimate overall responsibility for all activities within the University account.
- f. Functions as the primary contact with the University Representative and other key personnel as identified.

- g. Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the contract.
- h. Has ultimate responsibility for each campus's QSP quality score.
- i. Visits the University's buildings as appropriate.
- j. Coordinates the University's requirements within the Service Provider's organization consistent with the University's needs and quality expectations.
- k. Updates the University Representative on potential changes in products, services and enhancements to the current program.
- l. Provides the University Representative information on resources, educational opportunities and industry trends.
- m. Assists the University Representative in responding to any complaints/issues in a timely manner.
- n. Assists the University Representative on other program requirements as directed.
- o. Maintains and updates an accurate official list of every employee working at each of the campuses. List should include shift hours, buildings serviced, name and contact information.

3.13.2 Assistant Manager(s)

- a. Performs full scope of duties of the Account Manager in his/her absence, but is reportable to Account Manager.
- b. May act as a substitute supervisor.

3.13.3 Supervisor(s)

- a. Coordinates and acknowledges all activities.
- b. Acts as a key interface with Facilities Services designee(s).
- c. Coordinates and tracks all activities ensuring compliance with schedules, requirements and quality expectations.
- d. Coordinates all corrective activity. Addresses and corrects quality issues identified by the Smart Inspect™ quality audit program.
- e. Performs Quality Audits, along with Account Manager.
- f. Exhibits the ability to communicate in English (and preferably with a multi-lingual workforce).
- g. Responds to calls within 10 minutes.
- h. Supervisors shall not be working supervisors.
- i. Supervisors shall not be moved off of their regular shift to cover project work on a different shift.

3.13.4 Administrative Service Coordinator

Provides support for the University with requirements on invoicing, disbursement code allocation, reporting and other administrative-related activities.

3.13.5 Rovers

- a. Service Provider shall provide employees designated as Rovers. These employees shall service the contracted Regional campus. The Rovers shall be scheduled to work hours determined by the University Representative, and their start and finish times shall be staggered to maximize coverage times.
- b. Performs any duties deemed necessary by the supervisors or the University Representative. Rover duties shall not disrupt the normal operation of the University, unless approved by the University Representative.
- c. Makes deliveries, runs errands, responds to emergency clean-ups, assists with locking/unlocking duties, installs replacement lamps and may perform all normal duties of a janitor and/or supervisor. Reports to Account Manager or Assistant Manager.

3.13.6 Day Porters

Service Provider shall provide employees designated as Day Porters. These employees shall service the contracted Regional Campus(es). The Day Porters shall primarily perform policing duties and spot cleaning of high-use and high-visibility areas.

3.13.7 Lead Worker(s)

Performs all the duties of a janitor, but may also supervise a small group of janitors.

3.13.8 Janitor(s)

- a. Performs all tasks listed in the Standard Cleaning Specifications. Includes maintaining exterior areas of buildings (snow removal of all pedestrian walks, entrances and stairs to the crosswalk on road). May be required to lock / unlock buildings, and replace light bulbs under ten (10) feet high. Reports to a Supervisor.
- b. Includes any Project Floaters.

3.13.9 No person may be in a supervisory position over a family member or person with a significant personal relationship.

3.14 Reporting

The Service Provider must provide various management reports to the University. The reports specified below represent the minimum reporting requirements. All reports shall be submitted to the University Representative.

3.14.1 Daily - Communicate all events and issues to designated University personnel, including: attendance, injuries, burned out/blinking light fixtures, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, etc.), security, building intruders, etc. The employees of the Service Provider shall be responsible to immediately notify the campus police of any inappropriate or illegal activities that they witness while on campus. The University Representative should also be notified of inappropriate behavior as soon as possible.

3.14.2 Bi-Weekly

- a. Project Schedule (“Cycle Report”): 12/4/3/2/1 (frequencies per year) cycle task schedule to be updated weekly showing completed tasks. Project schedule reports not received will indicate that work was not completed.
- b. Service Provider shall provide a report summarizing the status of open special projects / cleaning duties and restorative cleaning tasks. **Failure to provide and maintain a restorative floor and carpet care schedule shall result in a 1.5% financial penalty to be applied to each month that the restorative schedule is non-existent or non-compliant (only applies to two or more consecutive months of failure)**

3.14.3 Monthly

- a. A dashboard report showing high-level KPI’s and data. For example: quality scores (overall and by group), equipment purchase amounts and/or KPI’s, training hours, and open action items.
- b. A copy of the equipment logs, showing:
 1. KPI’s
 2. Current YTD breakout % of sustainable vs. non-sustainable items
 3. Costs for the month, and costs YTD vs. last year
 4. Equipment purchases/repairs
 5. Up-to-date equipment list
- c. Training logs, indicating topics covered and hours per employee.
- d. Quality inspection scores, including:
 1. Overall monthly average score (KPI)
 2. Average score per campus
 3. Scores per building
 4. Corrective action plans and follow-up results
 5. Quality trend reports

3.14.4 Semi-Annual Vendor Review (September and April)

- a. Service Provider shall provide the University with:
 1. Review of all KPI’s
 2. Status of the University’s major cleaning activities and projects
 3. Cost saving and process enhancement opportunities
 4. Industry trends and outlook

3.15 Service Provider Personnel

- 3.15.1** The names, addresses and date of hire shall be maintained by the Service Provider and provided to the University Representative.
- 3.15.2** The personnel employed by the Service Provider shall be capable employees, trained and qualified in janitorial and related work. All personnel will receive close and continuing first-line supervision by the Service Provider.
- 3.15.3** **The Service Provider's employees must wear identifiable uniforms (must be approved by the University) and name tags (must include the Service Provider's name, the employee's full name and the employee's picture). Service Provider employees must also wear proper Personal Protective Equipment (PPE) at all times where and as applicable. Service Provider shall supply all uniforms and PPE.**
- 3.15.4** All employees shall utilize computerized time clocks provided by the **Service Provider** to clock in and out. The University shall have access to the headcount information at all times. Service Provider shall also maintain a sign-in sheet, which shall document name, sign-in/out time, and key issuance. **Service Provider management shall ensure that the clock-in/out process is efficient.**
- 3.15.5** Personnel will interact with University employees in a friendly and courteous manner. Personnel will not engage in inappropriate conduct such as borrowing money from University employees, students or visitors; will not use State owned telephones for personal calls, argue on the job, conduct outside business at University locations, use University equipment or supplies for personal reasons or to satisfy the requirements of this contract, or take University materials, equipment or supplies, including those belonging to employees, for any reason. Employees will not accept gifts or gratuities from anyone at the University for any reason. The University has the right to remove any personnel from any location at its judgment.
- 3.15.6** Janitor closets shall be provided by the University, where possible. Service Provider is expected to clean and maintain all janitor closets in accordance to janitor closet cleaning specification. Additionally, janitor closets shall not be utilized for lunch preparation. For example, the use of coffeemakers, microwave ovens or other food preparation equipment or non-custodial equipment (televisions and radios) shall not be allowed. The Service Provider's employees shall use only designated break areas. Janitor closets will be included in the formal monthly inspection process.
- 3.15.7** At times special circumstances may arise in which the University would require a janitor's responsibilities to change for a short period of time. This could result in the janitor performing a function not normally within their job description. Service Provider must ensure that employees are flexible to be able to handle special circumstances as they arise.

3.16 Training

3.16.1 Service Provider shall ensure that staff has received appropriate training for all services described herein. Training programs are to be approved by the University. Evidence of training must be provided upon request of the University. The University's Representative must approve all training programs and has the right to request additional training at no extra cost to the University.

3.16.2 The training shall include, but is not be limited to:

- Blood-borne pathogen training
- Asbestos awareness training
- Appropriate chemical "hazard" communication training
- Workplace safety training
- Orientation to the building(s) being serviced
- Green Cleaning training
- Trash compactor training
- Radiation safety training
- Electrical safety training
- Laser safety training
- Recycling training

3.16.3 Service Provider shall provide all training at no additional cost to the University. Service Provider shall provide evidence of initial training, as well as refresher training, at the discretion of the University.

3.17 Paper Products / Consumables / Trash Liners / Chemicals

3.17.1 The University shall purchase all cleaning chemicals, paper products, consumables and trash liners. This also includes light bulbs/tubes, feminine products (if applicable), hand soap and all other expendable materials. Chemicals, paper and consumable products shall be in compliance with University approved **Green Cleaning Policy and Program Plan**.

3.17.2 Service Provider shall comply with all OSHA requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at each University building. The Service Provider will also provide the University Representative composite manual on all SDS. The SDS shall be kept current. Upon request, the Service Provider shall submit a written list of all supplies with attached SDS intended for use in the buildings. All chemicals and supplies must be properly labeled and stored according to OSHA regulations. Cleaning supplies and chemicals shall be discussed during the semi-annual vendor review meeting, to include topics such as: reporting, cost reduction, supply distribution, usage, standardization and green cleaning. The Service Provider shall work with the University on an ongoing basis to test new cleaning supplies, methods, processes and consumables to develop program improvements.

3.17.3 The University shall provide a chemical proportioning system for the Service Provider's use. The University shall provide all replacement products for this system. Stocking of chemicals shall be limited to immediate needs at Regional Campuses. All products shall be used as indicated by the manufacturer. Product training shall be provided by product vendor.

3.17.4 The Service Provider shall maintain inventory records of use of all products supplied per building by the University. The Service Provider shall provide the University Representative with a list of needed supplies and products at least fourteen (14) days in advance of the actual need. The Service Provider shall have the responsibility to pick up all requisitioned supplies and products from Central Stores and deliver them to the appropriate buildings.

3.17.5 At any point during the term of this contract, the University may decide to discontinue the procurement of supplies, paper products, consumables and chemicals. In this circumstance, the Service Provider shall receive sixty (60) day notice before it is expected to take over the duties of procuring supplies, paper products, consumables and chemicals. Should this occur, contract price shall be adjusted via an amendment to the contract.

3.17.6 The Service Provider shall be held responsible for the proper use of the University's chemical proportioning system. It shall be the Service Provider's responsibility to pay for and correct any damage caused by the Service Provider's misuse of the University's chemical proportioning system, including the misuse of any mixers and valves. The Service Provider shall also pay for all damage caused by the Service Provider's misuse of any of the University's property and/or equipment.

3.18 Equipment - Service Provider shall be responsible for providing and maintaining all equipment and related items for the University. Equipment, including PPE, is to be well maintained and checked periodically for safety hazards. All equipment is to be stored out-of-sight in the appropriate designated area(s) when Service Provider's personnel have completed their task. At the onset of the new contract, Service Provider will provide the University with a list of equipment to be used at the project. This list must be maintained and updated throughout the life of the contract and shared with the University upon request. The University reserves the right to require specific equipment to be utilized to preserve building finishes. Service Provider will be responsible for any repairs as a result of misuse or negligence. Service Provider shall begin contract with all new or like-new equipment. Gas powered equipment may not be stored or used inside any building. See Exhibit C for more equipment requirements (for example, 40% by cost must meet the green cleaning standards). Mop heads, buffing pads, dust mops and vacuum bags are supplied by the Service Provider and an adequate supply must be maintained at all times. The University reserves the right to impose a penalty on the Service Provider of 2% of a building's monthly invoice value for two months in a row of inadequate equipment and supply inventory levels.

3.18.1 The Service Provider shall keep enough emergency equipment on-site to respond to water and flood emergencies. Service Provider to specify amount and type of equipment.

3.19 Green Cleaning - To demonstrate its commitment to sustainable greening of its facilities, the University has implemented a comprehensive green cleaning program. The University requires that the Service Provider performs green cleaning in accordance with program listed in **Exhibit C: Green Cleaning Policy and Program Plan**, which is a comprehensive green cleaning program that is consistent with USGBC's LEED system.

3.20 Security

3.20.1 Background Checks

- a.** Service Provider warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor 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 Service Provider. The Service Provider shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the Service Provider 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.
- b.** Without limiting the obligations of Contractor under Section 2.4 of the Contract, 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 Contractor, its employees, or other persons that Contractor causes to be on the campus.
- c.** University Policies. Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, Contractor shall comply with such new or modified policies or procedures upon written notice.
- d.** The Service Provider will be responsible for turning off all lights and securing all prescribed interior doors and exterior entrances upon completion of work assignments.
- e.** When notified by the University of an act of theft or dishonesty by Service Provider personnel, and such act is not reasonably in dispute, Service Provider shall immediately reimburse the University for the amount of the University's resulting loss without waiting for any potential reimbursement or recovery from Service Provider's fidelity carrier. Service Provider will remove any Service Provider personnel from assignment at the University that are deemed by the University to be unsatisfactory for any reason.
- f.** Service Provider represents and warrants that all Service Provider employees designated to perform services at the University locations are either citizens or legally eligible to work in the United States. Service Provider also represents and warrants that it has and will comply with all applicable immigration laws and regulations.

3.21 Language Requirements - All Supervisors must be able to speak, read and write fluent English.

3.22 Scheduling and Weekend Duties

3.22.1 A detailed work schedule shall be established for each staff member's assignment, and shall be submitted to the University Representative no later than forty-five (45) working days after the start of the contract. The work schedule shall show specific areas, cleaning activities and days of service, in accordance with the tasks and frequency guidelines specified herein. University Representative shall have the authority to approve or disapprove any schedule. The detailed work schedule must be modified and submitted each time class schedules change. The Service Provider shall maintain its scheduling flexibility and shall follow direction given by the University Representative.

3.22.2 Additional weekend coverage may be required in some areas to perform janitorial duties as is deemed necessary by the University. For regularly scheduled weekend duties, the Service Provider shall adjust its employees' schedules in such a way that they are not using overtime hours when working on the weekends.

3.22.3 Cleaning shift times may vary and the University is open to creative proposals.

3.22.4 The University reserves the right to change the hours of service whenever it is deemed to be in the best interest of the University. Additionally, the Service Provider may request to change the hours of service. Such request shall be considered by the University Representative and implemented only by mutual written agreement.

3.23 Work Rules - Employees of Service Provider shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, or tamper with other personal or University property. Additionally, the Service Provider shall require employees to adhere to the following work rules:

- a. Turn off lights upon completion of cleaning operations in unoccupied rooms.
- b. Do not read or remove any materials left on desks, file cabinets, etc.
- c. Do not remove anything from the building which is personal or University property.
- d. Do not smoke in the buildings or within 25 feet of a building.
- e. Do not use State owned telephones or computers for personal calls or activities.
- f. Do not open drawers, doors, etc. of office furniture.
- g. Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs.
- h. Do not operate or tamper with any office machines or equipment.
- i. Wear proper attire (uniforms and id's as previously described).
- j. Security check doors and windows.
- k. Do not enter any off-limit areas

3.24 Day Porters and Rovers - The Service Provider shall propose Day Porter and Rover positions. These positions shall be staggered so as to provide seven (7) days per week coverage.

3.25 Snow / Exterior Specifications

3.25.1 "Exterior Areas" (when referring to snow removal) shall refer to all landings, steps, walks and ramps leading from each entrance to the nearest crosswalk on road and approach to the building.

3.25.2 The Service Provider shall also be responsible for snow and ice removal of all pedestrian walks, entrances and stairs to the crosswalk on road (approach), except where noted. Interior and exterior matting shall be cleaned as required. Mats requiring replacement shall be brought to the attention of the University Representative. Sand and/or ice melt shall be applied as directed. Buildings to be snow shoveled will include academic, residential and administrative buildings.

3.25.3 The University may close, cancel classes, or otherwise adjust its schedule due to weather conditions or other emergencies. At these times, janitors, managers, rovers and day porters may provide snow removal and other duties during their normal work assignment. These duties shall not be reimbursed by the University.

3.25.4 The Service Provider shall be responsible to provide temporary workers upon short notice to perform the snow and ice duties, as described in this Section. These duties are beyond the scope of the janitors' normal cleaning specifications. An hourly price for the temp workers shall be submitted in the Pricing Worksheet. Transportation shall be provided by the Service Provider. The University shall provide sand and ice melt product, and the Service Provider shall provide all snow blowers, shovels, and ice melt equipment.

3.25.5 The Service Provider shall provide an annual snow removal plan to the University Representative before October 1 of each year during the term of the contract.

3.26 Bio-Hazard Services

3.26.1 The Service Provider shall provide the University with adequate staffing to complete cleaning and disinfecting services of bio-hazard incidents as they occur. This is to include, but is not limited to: blood spills, vomit and other bodily fluids/waste. These services shall be conducted in accordance with current OSHA and the University standards. Disposal of the contaminated materials associated with these cleanings will be conducted in accordance with current OSHA and DOT standards and regulations.

3.26.2 The Service Provider shall have the capabilities to remove mold, mildew and other environmental contaminants using approved and appropriate methods. Mold and mildew shall be removed within 24 hours of notification. Records of proper training must be provided to the University Representative and the University's EH&S department. The Service Provider shall provide appropriate Personal Protective Equipment (PPE) for its employees

3.27 Problem Resolution - Service Provider shall remedy any unsatisfactorily performed or missed service(s) that have occurred. Where performance of a task(s) has been deemed by the University's management team to have been performed unsatisfactorily, or missed, Service Provider shall perform such task(s) to a satisfactory completion within twenty-four (24) hours of notice, at no additional charge to the University.

3.28 Work Orders / T&M Rate / Special Functions / Dispatching

3.28.1 During the term of the contract, the Service Provider from time to time may be asked to support a University event with assigned staff on duty. These event services will be inclusive in the Service Providers contracted fixed price. These events for example may be cleaning up after a water spillage from a broken sprinkler head, or cleaning for some non-regular functions (such as commencement). Additional full-time Rovers or Porters may be added to the contract at the University's request.

3.28.2 The service provider will be required to use the University's current CMMS work order system to respond to issues around campus as needed.

3.29 Communication

3.29.1 The University will issue keys, access cards and alarm codes to the Service Provider's personnel as required. Building keys and access cards are to be issued by the supervisor of the Service Provider at the beginning of each shift and collected at the end of the shift. No keys or cards are to ever leave the campus. The Department of Campus Safety and Facilities Operations shall be notified immediately if keys or cards are lost and there will be a charge for replacement and changing of locks (if required).

3.29.2 Problems with exterior locks should be immediately reported to the Facilities Operations Center.

3.29.3 Account Manager, Assistant Manager(s) and Administrative Service Coordinator shall have personal computers provided by the Service Provider. Computers must have email capability. The University shall provide the necessary connections. The Service Provider shall provide accurate contact information for appropriate personnel for 24 hour / 7 day per week availability.

3.29.4 The Service Provider shall pay for and provide any Account Manager, Assistant Managers, Supervisors and Rovers with cellular phones and/or two-way radios. Cellular phone numbers shall be provided to the University Representative.

3.29.5 Should the University's main campus close for any reason (inclement weather, for example), the Service Provider shall still be notified if services will not be required. The Service Provider shall in all cases assume that service is required and staff shall report unless notified to the contrary by the University Representative.

3.30 Mat Cleaning - Interior and exterior matting shall be cleaned as required. Mats requiring replacement shall be brought to the attention of the University Representative. The Service Provider shall NOT be responsible for mat replacement or purchasing. The University reserves the right to change this practice during the term of the Contract.

3.31 Perimeter Glass - Cleaning of perimeter glass (both interior and exterior) shall not be included in the Agreement, except where noted in the scope of services. However, the Service Provider shall be responsible for the cleaning of door glass and adjacent entrance glass (inside and out), as well as all other interior glass (partition glass, etc.) within reasonable access from a step ladder under (the height of ten (10) feet). The Service Provider may be requested to perform glass cleaning (internal/external) above the ten (10) feet height and those services will be performed on a time and material basis.

3.32 High Dusting - Cleaning of blinds, shades and curtains shall be included in the Agreement, except where noted in scope of services.

3.33 Adding/Removing Buildings to the Contract - At the sole discretion of the University, buildings (new or existing) on any of its existing or future locations may be added or removed from the scope of this Contract. When such an occasion occurs, the Service Provider shall be required to submit a formal proposal and full disclosure Pricing Workbook that specifies the proposed staffing levels and cost. The proposal shall include a detailed calculation of net cleanable square footage. The University will compare the proposed price per square foot and square foot per FTE against similar, current buildings for validation. The Service Provider will be given at least 30 calendar days advance notice before the area requirements of this agreement are increased or decreased.

3.34 Adding / Removing Space

3.34.1 Within the Pricing Workbook the Service Provider shall include a price per square foot for space that is added or removed from the Agreement. This price per square foot for added/removed space shall include all applicable taxes.

3.34.2 The Service Provider, in conjunction with the appointed Contract Manager, shall keep a reconciled total of all net cleanable square footage and financial value changes to the base contract.

3.35 Vehicles and Transportation

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

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

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

3.36 Re-Lamping - The Service Provider shall be responsible for the re-lamping of all bulbs and tubes under the height of ten (10) feet. All burnt-out bulbs shall be packaged and recycled in accordance with State and Federal regulations. Fixtures and light bulbs/tubes are not standardized throughout the campus, so the Service Provider shall designate one of its janitors to have the specialized knowledge needed for all re-lamping activities. Burnt-out bulbs and tubes above ten (10) feet shall be reported by the Service Provider to the University Representative.

3.37 Key Policy - The Service Provider shall be provided all keys necessary to fulfill all duties described in this Request for Proposal. Service Provider shall be responsible for security and tracking of all keys, which the University Representative may audit at any time. All keys shall be issued on a sealed or welded ring. If key(s) are lost by the Service Provider or its personnel, the loss must be reported to the Department of Campus Safety and Facilities Operations at, or prior to shift end. The cost of re-keying each and every lock opened by the lost key(s) shall be borne by the Service Provider, as well as the cost of the new key(s). The Service Provider shall never lend key(s) to anyone without the consent of the University Representative.

3.38 Trash Removal and Recycling

3.38.1 Service Provider shall be responsible for transporting trash and recycling from buildings and building perimeter receptacles to the designated trash and recyclable dumpsters or pickup areas as determined by the University Representative. Service Provider shall transport all materials in such a way that no residue is left along the path from leaking bags. The University shall work with the contractor to provide training for all compactor use. The janitors shall report all recycling infractions to their immediate supervisor.

3.38.2 The Service Provider shall abide by all the University policies regarding its recycling program. The program may change from time to time throughout the life of the contract because of best practices, the University and/or government policy changes, and amendments to the law. Currently, the University recycles paper, cans, bottles, plastics (1-7) and corrugated cardboard.

3.38.3 Recycling containers are strategically located throughout University buildings to facilitate the recycling effort. Additional containers for paper are located at desk-side workstations. All public space containers shall be collected on a daily basis.

3.38.4 Service provider shall be responsible for ensuring recycling and trash containers are coupled and placed appropriately

3.40 Subcontracting

3.40.1 No portion of the work shall be subcontracted without prior written consent of the University. The Service Provider must self-perform all base cleaning specifications. However, with the University Representative's approval, the Service Provider may use subcontracted labor

for any extra duties that may arise, such as snow removal and clean-up after special functions, etc.

3.40.2 Any subcontractors hired directly or indirectly by the Service Provider must be named prior to the start of work. Furthermore the Service Provider must review the subcontractor(s) workers comp experience rate (must be less than 1.0), OSHA record (no outstanding violations or actions) and their safety program. The EHS manual affidavit forms of receipt and understanding must be submitted prior to starting work. For specialized emergency work, such as restoration after a fire, this provision may be waived but would require full time supervision by a qualified member of the Service Provider's staff.

3.41 Contingency Planning for Work Disruptions - The Service Provider shall supply the University with a contingency plan for any potential work disruption, at least sixty (60) days prior to the anticipated event. The University reserves the right to reject or accept the plan.

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

3.43 Withholding of Payments for Non-Compliance

3.43.1 The University shall withhold payment from the Service Provider if any of the following contractual requirements are not met:

- a. Submission of **periodic work schedule** (floor/carpet care, etc.) within forty-five (45) days of contract start date.
- b. Detailed **cleaning schedules** within forty-five (45) days of contract start date.
- c. **Background and predator check** documentation (July).
- d. **Mandated training records** (August for Statutory Required training).

3.44 All work must be performed in a safe manner in compliance with all University policies found in the University's "Environmental, Health, and Safety (EHS) Requirements for Construction, Service and Maintenance Contractors" Manual. The referenced manual can be found here:

http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

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

4.0 Instructions to Proposers

4.1 RFQ Schedule

RFQ SCHEDULE	DUE DATES*
ITB Issue/Release	February 28, 2020
Mandatory Pre-Submission Meeting	March 9, 2020 @ 10:00 AM (ET) Stamford Campus March 10, 2020 @ 9:00 AM (ET) School of Law @ 11:00 AM (ET) Downtown Hartford @ 2:00 PM (ET) Waterbury Campus March 11, 2020 @ 1:30 PM (ET) Avery Point Campus
Deadline for Request for Information (RFI)	March 18, 2020 @ 2:00 PM (ET)
Bid Due Date & Time	March 31, 2020 @ 2:00 PM (ET)
Video Teleconference Presentations/Demonstration, <i>if required</i>	TBD
Anticipated Award Date	April, 2020

*Subject to change as deemed necessary by the University.

4.2 Point of Contact: All communications and/or inquiries regarding this RFQ **must** be directed to the contact person identified below in Section 4.2.1. All questions must be submitted in writing using the Procurement Professional’s email address no later than Deadline for Request for Information date listed above in Section 4.1.

4.2.1 Lisa Mieszkowicz

E-mail: lisa.mieszkowicz@uconn.edu

4.3 Communications - Upon formal issuance of a RFQ, the University and Proposer(s) will cease all informal communications relevant to the RFQ and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s), all other Proposers have been notified as to their RFQ status, or when the University formally rejects all proposals and cancels the RFQ process. Failure to adhere to this provision may result in a Proposer being declared ineligible, proposal rejection, or RFQ cancellation. The University will not respond to any request for clarification received after the Deadline for Proposer Questions has expired with Section 4.1.

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

4.4 Addenda - Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFQ. Addenda are incorporated into the RFQ and may be incorporated along with the RFQ into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities-2/> and the State of Connecticut Department of Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 A **mandatory** pre-submission conference will be held on **Monday, March 9, 2020 at 10:00 a.m.** in Room 107 at the Stamford Campus located at One University Place, Stamford, CT 06901. The purpose of the conference will be to review the RFQ documentation, provide site tours and to answer any questions in regards to the specifications and RFQ process.

4.5.1 Mandatory tours of the campuses are as follows:

March 9, 2020 10:00 AM – Stamford Campus – One University Place, Stamford, CT

March 10, 2020 9:00 AM – School of Law Library Lobby - 39 Elizabeth Street Hartford, CT
11:00 AM - UConn Downtown Hartford - 10 Prospect Street Hartford, CT
Meet in Atrium

2:00 PM - Waterbury Campus – 99 E Main St. Waterbury, CT
Meet in Lobby

March 11, 2020 1:30 PM – Avery Point Campus - 1084 Shennecossett Road Groton, CT
Meet in Facilities Bldg. (near Athletic Center)

4.6 Only those firms represented at the mandatory Pre-submission conference and tours may submit qualifications in response to this RFQ.

4.7 Service Provider shall pre-register by emailing Lisa Mieszkowicz (lisa.mieszkowicz@uconn.edu) on or before March 5, 2020 to confirm that its company will attend the Pre-submission conference. Please provide first and last names of the persons attending (limit of two attendees per company).

4.8 All respondents are expected to have examined the premises and project site prior to submitting their documentation. Failure to do so will not relieve the successful Service Provider from providing

any product or performing any labor or services that may be required to carry out the intent of the contract.

4.9 Request for Information (RFI's) - Request for Information (RFI's) are due no later than 2:00PM on: Wednesday, March 18, 2020.

4.10.1 All Requests for Information ("RFI") must be received in writing no later than **2:00PM on Tuesday, February 19, 2020** and sent electronically to lisa.mieszkowicz@uconn.edu. Include in the subject line: RFI – LM120119-1. All responses will be posted on our website where you obtained the RFQ. It is the Applicant's responsibility to retrieve the clarifications posted. No RFI's will be answered after the date and time specified. No RFI's will be answered verbally, no phone calls please.

4.11 Informal Communications

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

- a. Requests from the applicants to any department(s) at the University, for information, comments, speculation, etc.; and
- b. Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.

4.12 Formal Communications

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

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

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

4.13 Evaluation Process

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

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

4.13.3 PART 1 – TECHNICAL CRITERIA – QUALIFICATIONS AND EXPERIENCE

The Technical Qualification/Experience criteria shall address the following:

a. Letter of Transmittal/ Letter of Interest

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

4.13.3.1 Qualifications and Experience of Custodial Firm

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

- a. Provide background information for your company, including a brief description (e.g., past history, present status, future plans, company size, etc.). This section should also include a brief description of the company’s experience performing services similar to those described herein and the type of work in which the vendor specializes.

- b. Describe your company’s experience delivering services, related to the Scope of Services as outlined in the RFQ. Provide an outline of your organization’s contracts over the past 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.

- d. Provide a start-up plan for this contract. The start-up plan should show milestones and should cover a range of time beginning with 1 month prior to contract start-up date and ending with 2 months after contract start-up date (totaling 3 months). The University shall work with the Service Provider’s

transition team during the time prior to the start-up date in order to help the Service Provider plan the kick-off and execution of the new contract.

- e. Describe your company's footprint in the Connecticut/Massachusetts/Rhode Island area. How many total square feet are cleaned, and what is the approximate total headcount of employees in these areas?
- f. Provide a written explanation or attach an organizational chart of your business. Provide organizational charts for Administrative, Sales and Services, and clearly illustrate how the University account would fit into the organization.
- g. Explain your company's approach to maintaining a flexible workforce to meet University needs.
- h. Provide a detailed equipment list for **each building** along with the anticipated replacement period for key pieces of equipment.
- i. State any exceptions/deviations from the RFQ requirements. This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFQ sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the vendor in submitting a proposal will accept this stipulation without recourse.
- j. A fully comprehensive green cleaning program is required. Please provide details regarding the green cleaning plan that will be implemented with this contract.
- k. The University will require a snow removal plan from the successful Service Provider. Please review the Snow Removal language within the RFQ and provide a preliminary snow removal plan.
- l. Describe all reporting capabilities, especially project "cycle" reports, restorative floor care schedules and work orders. Provide samples.
- m. Provide a brief overview of how the Service Provider plans to manage quality control and hold its personnel accountable at this account. Provide sample reports, if available.
- n. Describe employee recruitment and screening procedures. How will quality workers be retained for this contract?
- o. Does your company have mold remediation experience, and what is the standard cleaning/remediation approach? Describe techniques, products and equipment used and the training and protective equipment of staff.

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

r. How does your company plan to procure trained and temporary staffing for emergencies, such as major floods and weather events? (Please describe all emergency clean-up capabilities).

s. Describe how absenteeism will be handled. Does the proposal include any absentee floater personnel?

t. Describe your company's background check policy. What background checks will pertain to this account (type, frequency, etc.)?

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

Optional: Provide any other information that would strengthen your unique value proposition (maximum of 5 pages).

4.13.3.2 Managerial Ability:

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

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

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

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

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

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

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

4.13.3.3 Staffing Plan

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

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

c. Provide a detailed staffing plan. This plan should show proposed staffing levels by building, by shift and by campus and **must be consistent with the annual hours as proposed in the Pricing Workbook**. The staffing plan should include managers, supervisors, janitors, project workers, day porters, rovers and other relevant positions.

d. Provide a written explanation of your firms approach in maintaining a flexible workforce to meet the needs of the University.

4.13.3.4 Financial Ability - The Proposer shall demonstrate, through the materials submitted in its Proposal, that it possesses sufficient financial resources and stability, and is otherwise financially responsible and able to satisfactorily perform and complete the Services. Please provide only two (2) copies of your firms Financial Statement. Include Interim Financials if required.

4.13.3.5 References

a. Proposers must submit references from five (5) higher education institutions or agencies, of similar or same size as that of the University, where its

organization is currently providing Janitorial services similar to what is proposed for the University of Connecticut, demonstrating professional capability and experience of the firm in providing the requested services. Proposers shall use the **References** form included toward the end of this RFQ.

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

4.13.4 PART 2 – DEFINE SCOPE / PROVIDE PRICING WORKBOOK

4.13.4.1 The second part of the process will be based on the committee’s evaluation scores resulting from the submitting firm’s qualification submission. A short list of firms will be derived from the scoring summary. The short listed firms will be invited for an interview/presentation based on detailed scope information that will be provided to them.

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

- a. Completeness of proposals in responding to the information requested.
- b. Current and past demonstrated experience and performance in providing project management oversight services for similar custodial programs.
- c. Skills and experience of key personnel proposed. Demonstration of an understanding of the uniqueness of such a program and attention to details, essential to its success through proposed solution.
- d. Responsiveness of the program team and members availability for this custodial services program.
- e. Depth of the firm, including capabilities and availability of resources.
- f. The extent to which proposers identify and commit to the utilization of Small and/or Minority Business Enterprises (S/MBEs), as certified by the State of Connecticut’s Supplier Diversity Program, or Connecticut Based firms, in the performance of this contract, whether as a joint venture, teaming agreement, or subcontractor.
- g. Program understanding and approach.

4.14 Signature Authorization Documentation

4.14.1 Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and Contract.

- a. If the Proposer is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- b. With the exception of an individual Proposer, signing in his/her individual capacity, ALL contractors must provide some type of signature authorization

- documentation clearly stating who is authorized to sign the proposal on the Proposer's behalf.
- c. Documentation must clearly state when and how such authorization was given.
 - d. Documentation must state that the authorization is still in full force and effect.
 - e. Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed confirming the authority of the signer to sign on behalf of the Proposer.
 - f. Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
 - g. Samples and further information are on the University of Connecticut Purchasing Department's web page:
<http://www.purchasing.uconn.edu/corpres/corpres.html>

4.15 Bidders Qualification Statement

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

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

Name _____

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

Years? _____

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

1. _____ 2. _____ 3. _____

4.15.5 List any Subsidiaries and Affiliates of your Company: _____

4.15.6 Federal ID Number:

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

Commodity/Service _____ Years? _____

4.15.8 List jurisdictions and/or trade categories in which your Firm is legally qualified to do business.

It is mandatory that the firm be legally qualified to do business in the State of Connecticut. If the Proposer is a joint venture, all joint venture partners must be qualified to do business in the State of Connecticut. Connecticut General Statutes: 20-341gg; 20-330 et seq.; 33-615.

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

4.15.10 This firm is a: Corporation Partnership Sole Proprietorship Joint Venture Other

This firm is: Women Owned Minority Business Connecticut Set Aside Contractor

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

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

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

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

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

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

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

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

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

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

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

- a. Had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private

contract or subcontract or in the performance of such contract or subcontract?
(Connecticut General Statute 31-57c) **YES / NO**

- b.** Had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor? (Connecticut General Statute 31-57c) **YES / NO**
- c.** Had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals? (Connecticut General Statute 31-57c) **YES / NO**
- d.** Been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract? **YES / NO**
- e.** Within the previous 5 years compiled a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond your control? **YES / NO**
- f.** On a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts? **YES / NO**

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

4.15.20 On a separate sheet of paper, identify any OSHA citations within the past five (5) years under present business name or any past business name. Have you been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulations promulgated pursuant to such Act which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? Additionally list any criminal convictions related to the injury or death of any employee. (Connecticut General Statute 31-57b) .

4.15.21 Have you appeared on any list published by the Connecticut State Labor Department of

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

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

- a. On a separate sheet of paper, identify any instances within the previous five years in which you or any entity in which you have an interest, has appeared on a list published by the State of Connecticut Labor Department of persons or firms who the Labor Department has found you to have disregarded or violated your obligations to employees under Connecticut General Statutes 31-57f and/or subcontractors on public works projects under Connecticut General Statutes 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or in which you have been barred from Federal government contracts in accordance with the provisions of the Davis Beacon Act, 40 U.S. C. 276a-2. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complaint or violation. (Connecticut General Statute 31-53a)
- b. On a separate sheet of paper, identify any instances in which any complaint has been made to, or any investigation or inquiry has been conducted by, the State of Connecticut Department of Labor regarding any alleged non-compliance by your or by any subcontractors on your previous projects, of any provision of Part III of Chapter 557 (Connecticut General Statutes Sections 31-52 through 31-57e, prevailing wage and other requirements) and Chapter 558 (Connecticut General Statutes Sections 31-58 through 31-761, minimum wage, overtime and other requirements) during the five calendar years immediately preceding this Proposal. Describe in detail the circumstances of each violation, including but not limited to, the date and nature of the violation, the project on which the violation occurred, the source, if known, of any complaint giving rise to any Department of Labor investigation, the results of any such investigation, the penalty imposed or other action taken by the Department of Labor, any remedial action which was taken and any other resolution of any such complain or violation.

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

4.15.22 State whether you have ever been cited or penalized by any government agency for failure to comply with any affirmative action, non-discrimination, or other human rights requirements

applicable to any work performed by you. If so, provide the date(s), details, disposition and docket number(s) for each such instance.

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

4.15.24 Have you ever been found by the Connecticut Department of Public Works, or another State Agency to be in violation of the subcontractor listing requirements or other provisions of Connecticut General Statutes Section 4b-95? **YES / NO**

✓ If yes, on a separate page, indicate the nature, date and circumstances of any such violation.

4.15.25 Have you ever been cited for or been the subject of a civil or criminal court proceeding alleging that you have violated the provisions of Connecticut General Statutes Sections 31-52 or 31-52a regarding providing preference to Connecticut citizens or residents in the construction of public buildings or works? **YES / NO**

✓ If yes, provide details concerning the date, circumstances and disposition of any such citation or court proceeding.

4.15.26 List all lawsuits or requested mediation/arbitration with regards to Standardized Programming Practices Services for the past five years. Provide names and reasons for protest.

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

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

Dated at _____ this _____ day of _____ 2020

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Provide 800 Telephone and Fax numbers, if available

Signature _____

Print Name _____

Title _____

5.0 Submission Instructions:

5.1 RFQ Due Date and Time: Submissions are due March 12, 2020 at 2:00pm (ET). Any submission received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 Sealed Proposals: An original and seven (7) copies of the proposal must be submitted in 3-ring binders in a SEALED envelope or carton and one (1) hard copy of Pricing Workbook must be submitted in a separate sealed envelope, 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 6076
Storrs, CT 06269**

Labeled: RFQ LM110119 “JANITORIAL SERVICES FOR REGIONAL CAMPUSES”

5.3 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 and electronic copy of the Pricing Workbook.

5.4 PROPOSAL PROCESS

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

5.4.2 Firms will be reviewed and evaluated on the basis of overall qualifications and experience, account staffing abilities and plan, references, managerial capabilities and approach and demonstrated service work experience, financial abilities as listed within the requirements within

this solicitation. The submitted financial workbook cost proposal will be evaluated separately from the Technical evaluation. It is imperative that proposals be complete and contain the information requested.

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

CONTENTS OF APPLICATION

Interested firms are required to submit proposals in the following format:

- **Applicant must mark the original signature document as the “original” and then subsequently check off the provided number of copies.**
- **Tab One – Letter of Transmittal/ Letter of Interest.**
- **Tab Two – Qualifications of Custodial Firm and Sub-Contractors.**
- **Tab Three – Qualifications and Responsibilities of Key Personnel: Managerial Ability**
- **Tab Four – Staffing Plan**
- **Tab Five – Financial Ability**
- **Tab Six – Client References**
- **Tab Seven – Provide the following documents:**
 - Original Certificate of Legal Existence issued by the Connecticut Secretary of the State.
 - Formal Acknowledgement that Applicant has reviewed the contract and its terms and accepts it without exception.
 - Bidders Qualification Statement
 - (Appendix B) – Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
 - (Appendix C)- Anti Collusion
 - (Appendix D) – References
 - (Appendix E) - Vendor Code of Conduct
 - Form 1 Gift and Campaign Contribution Certification
 - Form 5 Consulting Agreement Affidavit
 - Form 6 Affirmation of Receipt of State Ethics Law Summary
 - Form 7 Iran Certification
 - Bidder Contract Compliance Monitoring Report
 - Non-Discrimination Certification
 - SEEC Form 10 Acknowledgement of Receipt
 - CT Economic Impact Form
 - LLC Documentation (if required).
- **Separate Envelope – Pricing Workbook**

5.4.4 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting forms when contracting with state agencies. By submitting a proposal in response to this RFQ, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

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

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

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

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

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

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

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

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

5.4.4.5 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-

23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

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

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

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

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

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

5.4.4.8 Connecticut Economic Impact Form:

5.4.4.8.1 [Connecticut Economic Impact Form](#)

5.4.4.9 Anti-Collusion Affidavit

5.4.4.9.1 Please refer to Appendix D to secure this form.

5.4.4.10 Governor Jodi M. Rell Ethics Memo

5.4.4.10.1 Please refer to Appendix C to view this document.

5.5 Submission Guideline/Considerations

5.5.1 The University of Connecticut advises Applicants to reflect upon the following prior to submitting its proposal:

- a.** The University is a signatory to the President's Climate Commitment and as such recommends that Applicants demonstrate a similar commitment by eliminating redundancy, non-recyclable dividers, and irrelevant materials in their submission;
- b.** Read and review the RFQ carefully. Respond clearly and fully to technical criteria listed. Scoring is based on the criteria. Applicant must be clear about the relevance of work presented in its SOQ;

- c. Organize your relevant experience to the SOQ in a manner that assists the reader in the evaluation process;
- d. Provide information that is complete and transparent, indicating whether a proposed team member worked on a relevant project while at another firm; and
- e. Once contracted and at the point of assignment, sub-consultants are subject to the approval of the University.

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

- a. Certificate of legal existence from the state of organization/formation of the entity proposing to the University.
- b. For entities that are organized/formed in a State other than Connecticut, in addition to #a, a copy of a Certificate of Authority to do business in the State of Connecticut from the Secretary of the State of Connecticut.
- c. Applicants are hereby reminded that Joint Ventures or other associations should be clearly identified and relevant experience provided. Submittals by firms under “joint venture” arrangements or other multi-party agreements must include a power or attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the submittal.

5.5.3 In an effort to foster a more diverse pool of experienced firms, the University encourages Connecticut certified Small Business Enterprise and Minority Business Enterprise (SBE/MBE), as well as Connecticut Based firms to lead or participate on project teams. A “Connecticut Based” firm shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least the past year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut. A certified SBE/MBE firm must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capitol Avenue, Hartford, CT 06106, Fifth floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://das.ct.gov/cr1.aspx?page=34>.

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

5.7 Contract Document - A draft of the contract has been attached to the RFQ. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the

University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception.

5.8 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.

5.9 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.

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

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

5.10 Any interpretation, correction, or change of this RFQ shall be made by clarification/addendum. Interpretations, corrections or changes of the RFQ made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University's Procurement Department.

5.11 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 RFQ 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** Bidders Qualification Statement
- 5.14.1.4** (Appendix B)- Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt
- 5.14.1.5** (Appendix C) – Anti Collusion
- 5.14.1.6** (Appendix D) - Client References: Provide a minimum of five (5) client references. Client references should be able to verify accuracy of assertions made by the Vendor.
- 5.14.1.7** (Appendix E) - Vendor Code of Conduct
- 5.14.1.8** (Appendix F) – Pricing Workbook
- 5.14.1.9** Form of Proposal
- 5.14.1.10** Form 1 Gift and Campaign Contribution Certification
- 5.14.1.11** Form 5 Consulting Agreement Affidavit
- 5.14.1.12** Form 6 Affirmation of Receipt of State Ethics Law Summary
- 5.14.1.13** Form 7 Iran Certification
- 5.14.1.14** Bidder Contract Compliance Monitoring Report
- 5.14.1.15** Non-Discrimination Certification
- 5.14.1.16** SEEC Form 10 Acknowledgement of Receipt
- 5.14.1.17** 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 RFQ, 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 RFQ process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. . Click the desired file format hyperlink format below to download form. Complete and submit.

5.14.2.4.1  [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.

6 Standard RFQ Requirements

6.1 Definitions

6.1.1 "Request for Qualifications (RFQP)," means all documents, whether attached or incorporated by reference, utilized for soliciting qualification proposals.

6.1.2 "Addenda" means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

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

6.1.4 "Contractor" means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.

6.1.5 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this RFQ.

6.1.6 "Non-Acceptance of Proposal" means another proposal was deemed more advantageous to the University or that all proposals were rejected.

6.1.7 "Offer" or "Proposal" means the Proposer's response to this Request for Proposal.

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

6.1.9 “CT-based Businesses” shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.

6.1.10 “Joint Venture” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 7.31 for specific requirement(s) related to joint venture proposals.

6.1.11 “SBE/MBE Firm” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229.

6.1.12 “University” or “UConn” or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.

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

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

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

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

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

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

6.5 RFQ Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or

irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFQ and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.

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

6.7 Working Conditions:

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

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

6.8 Pricing: (Appendix G) General Instructions for completing the Pricing Workbook.

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

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

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

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

6.8.3.2 Pricing for materials used for the performance of contracted services shall be no greater than a 15% mark-up from the vendor's actual invoice price.

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

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

6.8.2.3 Markup for services being performed by subcontractors shall be no greater than 5% from Subcontractor's actual invoice.

6.8.4 Alternate Pricing – Option 2

6.8.4.1 The University is considering an alternate approach to compensating the selected vendor. This approach is referred to in the Contract as "Option 2."

6.8.4.2 Under this alternate approach, all costs and charges other than the "Total Labor and Labor-Related Costs" shown in the Pricing Workbook are included in a single markup.

6.8.4.3 Bidders should propose a markup for the first twelve (12) month period of the contract and for each subsequent 12 month period (including any extension options). The fee for the initial sixty (60) month term will be the Total Labor and Labor-Related Costs plus the applicable markups, as shown below.

6.8.4.4 The University expects that the markup will decrease over time as equipment is depreciated and as the selected vendor becomes more efficient.

6.8.4.5 Bidders are reminded that the annual Flat Fee will not be increased in the middle of the Term (other than at the beginning of each Extension Term) to accommodate increases to the statutory wages. Bidders are expected to accommodate any increases in the statutory wages within their proposed markup.

6.8.4.6 Bidders are to submit pricing in the Alternate pricing tab in the Pricing Workbook.

6.8.5 Proposers are to submit pricing for both pricing structures.

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

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

6.8.6.2 Pursuant to State of Connecticut General Statutes 31-53 and 31-57F, the bidder shall submit a certified payroll record. The certified payroll shall be submitted on a monthly basis with a Statement of Compliance to the University.

6.8.6.3 Please note that it will be the successful contractor's responsibility to monitor wage rates issued by the Connecticut Department of labor and ensure that non-supervisory employees are paid the most current wage and benefit rate. Contact the Connecticut Department of Labor with questions. www.ctdol.state.ct.us

6.8.7 Price Increases: Pricing shall remain fixed for the initial term of this Agreement. Submitted pricing shall be all inclusive. The request for increase from the Contractor shall be in writing and shall be, at a minimum, equal to but not greater than the most recent standard wage for those labor classifications published by the CT DOL.

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

6.8.7.1.1 Appropriate supporting documentation is provided;

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

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

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

6.8.8.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

6.8.8.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.

6.8.8.3 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.

6.9 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.

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

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

6.12 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.

6.13 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFQ, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.

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

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

6.16 Contract Term - The University is seeking an initial contract term of sixty (60) months from July 1, 2020 with the option to renew for five (5) additional one (1) year periods or parts thereof. Said option will only be exercised based upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to the firm in writing no later than sixty (60) calendar days prior to the effective date.

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

7.1 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

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

7.3 Non-appropriation of Funds: Notwithstanding any other provision of this RFQ or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

7.4 Liens: The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the Proposer.

7.5 Actions of Proposer: The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of or with the University.

7.6 Award: The award shall be made to the most responsive bidders, offering the best value and with the highest total matrix scores as determined by the University. All Bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

7.6.1 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

7.6.2 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

7.6.3 The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.

7.6.4 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.

7.6.5 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

7.6.6 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

7.6.7 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

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

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

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

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

7.7 Payments under a Contract Award: Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms stated in the contract award.

7.8 Business Relationship Affidavit: The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFQ, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**

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

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

7.11 Equal Employment Opportunity Requirements:

- a. In entering into any contract resulting from this RFQ, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

- b. The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

7.12 Federal, State and Local Taxes, Licenses and Permits: The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.

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

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

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

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

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

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

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

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

7.18 Responsibilities of the Proposer:

7.18.1 Observing Laws and Regulations: The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

7.18.2 Representations: Each firm, by submitting a proposal, represents that it:

- a. Has read and completely understands the proposal documents; and
- b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

7.18.3 Purchase Orders: Purchase Orders and payments will only be issued to the Proposer. It is the Proposer's responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

7.19 Insurance Requirements:

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

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

Statutory Workers' Compensation and Employers' Liability:

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

Commercial General Liability:

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

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

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

7.20 Contractor's Indemnity and Assumption of Liability:

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

or expense incurred by the University arising from the failure of Contractor, its representatives, agents, subcontractors and/or its or its subcontractors' employees to take appropriate and reasonable action to prevent damage to the University or its property. In fulfilling its indemnification and defense obligations hereunder, the Contractor shall use legal counsel reasonably acceptable to the University.

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

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

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

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

7.21 License: Any Agreement resulting from this RFQ will not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

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

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

services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 4.2.1 for details on how to pursue such a relationship.**

7.24 Intellectual Property:

7.24.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFQ.

7.24.2 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.

7.24.3 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University's designee for any other use.

7.25 Confidential Information:

7.25.1 The University treats Proposals as confidential until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, said Respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Respondent in connection with its proposal.

7.25.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work.

7.26 Responsibility of Those Performing the Work:

7.26.1 The Proposer shall be responsible for the acts and omissions of all the Proposer's employees, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFQ by the Proposer.

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

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

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

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

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

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

Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

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

7.32 State Elections Enforcement Commission (SEEC) Requirements: For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.33 Nondiscrimination:

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

- viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said

Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-

56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

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

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

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

7.35 Termination for Convenience:

- a. The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

b. If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

7.36 Vehicles and Transportation:

- a) Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification.
- b) Service Provider shall only park vehicles at approved designated work locations provided by University Representative.
- c) Service Provider will be required to acquire a "Vendor Parking Pass" from Parking and Transportation services for each vehicle used in the execution of this contract.

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

9.0 Appendix A – Contract Form

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

10.0 Appendix B – Gov Jodi M. Rell Ethics Letter

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

11.0 Appendix C – Anti Collusion Affidavits

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

12.0 Appendix D - References

Instructions: Please complete the following sections for each of the proposer’s five (5) references.

These references should be of comparable size and scope to the University’s requirements as set forth in the RFQ document. Note: Only one UConn reference can be utilized.

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

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

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

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

14.0 Appendix E – Vendor Code of Conduct

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

15.0 Appendix F – Pricing Workbook

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

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

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