



## REQUEST FOR PROPOSAL

**RFP # KS052920**

**Water Treatment Services**

**University of Connecticut**

**Storrs, CT**

**Proposal Release Date**

October 2, 2020

**Non-Mandatory Pre-Proposal Meeting**

October 8, 2020 @ 10:00 AM

**Proposal Due Date**

October 27, 2020 @ 2:00 PM (ET)

Buyer: Kathleen Susca  
Purchasing Agent  
Procurement Services  
3 Discovery Drive Unit 6076  
Storrs, CT 06269-6076  
Email: [kathleen.susca@uconn.edu](mailto:kathleen.susca@uconn.edu)

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## 1.0 Introduction

The University of Connecticut (hereinafter referred to as the “University”) is seeking proposals from experienced and qualified firms (hereinafter referred to as "vendor", "proposer", "bidder", “Contractor”, “firm”, or "respondent") to provide all the equipment, materials and labor required for Water Treatment services for the University’s Storrs, Depot and Regional Campuses. Services will be required as described in the stated scope of work and specifications.

## 2.0 Background – About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4,300 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The main campus is in Storrs, Connecticut with regional campuses in Groton, Stamford, Waterbury and Hartford, UConn Health located in Farmington and UConn Law in Hartford. Detailed University demographics are available via the following link: <https://uconn.edu/content/uploads/2018/07/INS-004-Fact-Sheet-070918-FY19.pdf>

*As part of UConn’s on-going effort to ensure a secure and safe working environment for its students, workforce, clients, and visitors, the University has developed the “University COVID-19 Mitigation Guidelines for the Contractor Community.” A copy of the Guidelines can be found here: [https://updc.uconn.edu/wp-content/uploads/sites/1525/2020/07/University-COVID-19-Mitigation-Guidelines\\_FINAL-07.14.2020.pdf](https://updc.uconn.edu/wp-content/uploads/sites/1525/2020/07/University-COVID-19-Mitigation-Guidelines_FINAL-07.14.2020.pdf). You may also find additional information at: <https://ehs.uconn.edu/ehs-covid-resources/> These guidelines establish consistent standards for mitigating the spread of COVID-19 that must be undertaken by the Contractor and are intended to assist UConn in meeting its commitments.*

## 3.0 Summarized Scope of Work

It is the University’s intent to obtain qualified and experienced contractors to provide **Water Treatment Services** to meet the needs of the University. The term “Water Treatment Services” as used in this document will include all equipment, materials and labor required to meet the various needs of the University. All services must be performed to the complete satisfaction of the University. A designated University Representative will oversee and inspect all service areas to provide direction, coordination and to ensure that work is being completed. Services will primarily be performed at the Storrs and Depot Campus, however services may also be requested at the University’s Branch campuses.

- 3.1** The University’s Facilities Operations Department is responsible for the physical plant at all University campuses. The Facility Operations Department operates a Central Utility Plant (CUP) at the Storrs Campus to provide the majority of the core campus’ electrical, heating and cooling needs. The CUP is a 25 MW co-generation facility with steam production to 600 KPPH and chill water production from 9,900 tons to 12,000 tons. The Storrs Facility also has various other chiller systems, heating systems, and HVAC systems in use.

**3.2 Water Treatment Exemplar Systems:** This is not meant to be a complete list, but rather to illustrate and help define the magnitude of the University's needs. Branch campus applications and Storrs applications will be added at the University's convenience.

**3.2.1 Specialty Water Systems for Central Utility Plant (CUP)**

- 3.2.1.1 Reverse Osmosis (RO) System
- 3.2.1.2 Electro-Dionization System
- 3.2.1.3 Steam Attemperation System
- 3.2.1.4 Clean in Place (CIP) Systems
- 3.2.1.5 A supplemental utility plant is in final design and services will be required during the duration of this contract.

**3.2.2 Boiler Systems for Central Utility Plant (CUP):**

- 3.2.2.1 CUP: Three (3) Heat Recovery Steam Generators (HRSG) at 600 psig
  - 3.2.2.1.a CUP: Three (3) Heat Recovery Steam Generators (HRSG) at 125 psig,
  - 3.2.2.1.b Four (4) boilers CUP project ongoing-Conventional boilers at 125 psig

**3.2.3 Building Heating Systems for smaller buildings:**

- 3.2.3.1 Admissions
- 3.2.3.2 AG Bio Heat
- 3.2.3.3 Bio 4 CB Heat
- 3.2.3.4 Bio 4 Annex 1&2
- 3.2.3.5 BioPhysics Radiant
- 3.2.3.6 BioPhysics ReHeat
- 3.2.3.7 Bishop HW
- 3.2.3.8 Brown
- 3.2.3.9 Buckley Closed Loop
- 3.2.3.10 Cap Lab
- 3.2.3.11 Chemistry
- 3.2.3.12 Human Child Development
- 3.2.3.13 Dodd Steam Boiler
- 3.2.3.14 Ellsworth #1
- 3.2.3.15 Ellsworth #2
- 3.2.3.16 Ellsworth Close Loop
- 3.2.3.17 Hale #1
- 3.2.3.18 Hale #2
- 3.2.3.19 Hale Closed Loop
- 3.2.3.20 Innovation Partnership (IPB)
- 3.2.3.21 Information Technology Engineering (ITEB)
- 3.2.3.22 Kennedy UCT
- 3.2.3.23 Longley #1
- 3.2.3.24 Longley #2
- 3.2.3.25 Math
- 3.2.3.26 McMann Closed Loop
- 3.2.3.27 Merrit Hall
- 3.2.3.28 Norling
- 3.2.3.29 Pharmacy
- 3.2.3.30 Putnam #1
- 3.2.3.31 Putnam #2

- 3.2.3.32 Putnam Closed system
- 3.2.3.33 SCCP Hot Water
- 3.2.3.34 Shippee
- 3.2.3.35 Speech 1&2
- 3.2.3.36 Surplus
- 3.2.3.37 Thompson Hall
- 3.2.3.38 Torrey Life
- 3.2.3.39 Towers (Dining)
- 3.2.3.40 Warehouse 1&2
- 3.2.3.41 Waste Treatment Plant
- 3.2.3.42 Watson Closed Loop
- 3.2.3.43 Northwood #1 – 12

**3.2.4 Tower/Condenser Systems:**

- 3.2.4.1 CUP: 4 @ 1200 Ton Cooling Towers
- 3.2.4.1.a Cogen: TEN (10) totaling 12,836 Ton Cooling Towers
- 3.2.4.2 SCCP: 500 Ton
- 3.2.4.3 Dodd
- 3.2.4.4 Torrey Life Sciences: Three (3) 200 Ton, 150 Ton, 50 Ton
- 3.2.4.5 Chemistry CHW
- 3.2.4.6 Math Science: 250 Ton
- 3.2.4.7 Physics: 400 Ton
- 3.2.4.8 IMS: 400 Ton
- 3.2.4.9 Innovation Partnership (IPB)
- 3.2.4.10 Hilltop Dorms: 400 Ton
- 3.2.4.11 Biobehavioural Research Tower #4: 280 Ton
- 3.2.4.12 Comm Sci Speech Center: 50 Ton
- 3.2.4.13 Dodd Center: 250 Ton
- 3.2.4.14 Gampel Pavilion: 800 Ton
- 3.2.4.15 Werth Tower NexGen Dorm
- 3.2.4.16 Agriculture Biology Lab (ABL)

**3.2.5 Closed loop systems:**

- 3.2.5.1 CUP Chillwater ~500,000 gallons, price yearly expected chemistry costs
- 3.2.5.2 SCCP
- 3.2.5.3 Life Sciences
- 3.2.5.4 Math Science
- 3.2.5.5 Physics
- 3.2.5.6 IMS
- 3.2.5.7 Hilltop Dorms
- 3.2.5.8 Biobehavioral Research Tower #4
- 3.2.5.9 Speech Center
- 3.2.5.10 Dodd Center
- 3.2.5.11 Gampel Pavilion
- 3.2.5.12 Atwater
- 3.2.5.13 Benton
- 3.2.5.14 Chemistry, also Process loop
- 3.2.5.15 CLAS
- 3.2.5.16 Neag

- 3.2.5.17 Pathology
- 3.2.5.18 Pharmacy
- 3.2.5.19 Wilbur Cross

**3.2.6 Humidification systems:**

- 3.2.6.1 Chemistry
- 3.2.6.2 Pharmacy
- 3.2.6.3 School of business
- 3.2.6.4 Babbage
- 3.2.6.5 ITEB
- 3.2.6.6 Bio-Physics

**3.2.7 Law School Campus (Hartford)**

- 3.2.7.1 Two (2) Fire tube boilers @ 300 HP, run from September to May.
- 3.2.7.2 Two (2) Pulse boilers, 7,500,000 BTU's for humidity control.
- 3.2.7.3 Closed loop heating and cooling in Library and Starr Buildings.
- 3.2.7.4 Two (2) 300 ton chillers on one cooling tower system.,.
- 3.2.7.5 Domestic water testing, once every six months for health department records.

**3.2.8 Avery Point Campus (Groton)**

- 3.2.8.1 Three (3) Boilers @ 400 HP
- 3.2.8.2 Tower / Condenser, 1400 Ton
- 3.2.8.3 Four (4) Closed loop systems

**3.2.9 Stamford Campus**

- 3.2.9.1 Two (2) Chillers; 450 Ton and 350 Ton.
- 3.2.9.2 Four (4) Boilers; Two (2) CB, Two (2) other
- 3.2.9.3 Two (2) Loops

**3.2.10 Waterbury Campus**

- 3.2.10.1 Two (2) towers, tied together
- 3.2.10.2 Two (2) chillers
- 3.2.10.3 Three (3) pumps; Pulsatrol 900 series
- 3.2.10.4 One (1) hot water loop
- 3.2.10.5 One (1) chill loop
- 3.2.10.6 One (1) steam boiler for lab

Refer to Section 9.0 for the complete Scope of Work.

## 4.0 Instructions to Proposers

### 4.1 RFP Schedule

<b>RFP SCHEDULE</b>	<b>DUE DATES*</b>
RFP Issue/Release	October 2, 2020
Non-Mandatory Pre-Proposal Meeting	October 8, 2020, 10:00 AM (ET),
Deadline for Written Inquiries	October 16, 2020, 2:00 PM (ET)
Proposal Due Date & Time	October 27, 2020, 2:00 PM (ET),
Video Teleconference Presentations/Demonstration, <i>if required</i>	TBD
Contract Service Commencement	January 1, 2021
*Subject to change as deemed necessary by the University.	

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

**4.2.1** Kathleen Susca  
University of Connecticut  
Procurement Services  
3 Discovery Drive, Unit 6076  
Storrs, CT 06269-6076  
E-mail: [kathleen.susca@uconn.edu](mailto:kathleen.susca@uconn.edu)

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

**4.3.1** Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 5.11. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

**4.4** Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on

the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities-2/> and the State of Connecticut Department of Administrative Services' Procurement website at [http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2). The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

**4.5 Non-Mandatory Pre-Proposal Conference:** There will be a Pre-Proposal Conference on **October 8, 2020 at 10:00 a.m.** This conference is *not mandatory*; however, interested bidders are *strongly encouraged* to attend.

**4.5.1** Due to Covid-19 Social Distancing Requirements, the Pre-Proposal Conference will be conducted as a WebEx meeting, with videos, to view areas included in the scope of work of this solicitation.

**4.5.2** The purpose of the conference will be to review the project documentation and to answer any questions regarding the bid process. The link to the video conference will be provided via e-mail. The conference will commence promptly at the time noted herein.

**4.5.3** Bidders shall pre-register by emailing Kathleen Susca (Kathleen.susca@uconn.edu) before **October 7, 2020** to confirm Bidder will attend the Pre-Proposal Conference. Please provide first and last names of the persons attending and their respective e-mail addresses.

**4.6 Proposal Selection Evaluation Criteria:** All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective point assignments. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University



**4.6.1 EXPERIENCE**

**4.6.1.1** Bidder has a minimum of ten years of successful experience providing the requested services to facilities of a size and type similar to the University's.

**Maximum Points Available: 10**

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

**Maximum Points Available: 20**

**4.6.1.3** Bidder shall have the engineering and technical expertise to support the water treatment services of UConn's Boiler, Steam Distribution, Closed Loop Chilled and Hot Water, Cooling Tower, Condensate, Reclaimed Water Facility (RCWF), Water Pollution Control Facility, Collection System, FOG Program, Building HVAC Systems, Building RODI Systems, and Sewage and Storm Water Pumping Stations.

**Maximum Points Available: 20**

**4.6.1.4** Bidder demonstrates that they have written safety plans and training programs with a record of effectiveness. Bidder shall have Quality Assurance/Quality Control programs and Change Management and Chemical Handling Process Management programs in place.

**Maximum Points Available: 10**

**4.6.1.5** Bidder shall provide evidence of an experienced and stable management team with the capability to manage multiple facilities with a staffing plan provided for the requested scope of services for all facilities.

**Maximum Points Available: 15**

**4.6.1.6** Bidder shall have successful experience in planning transitions and for assuming and relinquishing water treatment services of an existing facility, startup of new facilities or equipment, and wet or dry layup of facilities going off line for preservation or demolition.

**Maximum Points Available: 5**

**4.6.1.7** Bidder clearly indicates their in-house technical skill capabilities and the tasks they plan to sub-contract. Resumes provided for assigned staff. Bidder provides evidence that technicians are experienced, well trained and appropriately equipped and licensed to perform to the University's standards.

**Maximum Points Available: 10**

**4.6.2 PRICING**

**Maximum Points Available: 10**

**Total Points: 100**

- 4.7** If it is within the sole opinion of the University that the financial surety of a Bidder poses more risk than is deemed acceptable, that firm will not be allowed to secure a contract award.
- 4.8** **Qualifications of Firm:** The following requirements are presented as a minimum expectation for service provider's proposal to be considered. All Bidders must provide documentation that verifies and demonstrates experience. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.
- 4.8.1 Contractor Experience:**
- 4.8.1.1** The Contractor must be primarily engaged in selling water treatment chemicals and services for boiler, cooling, closed loop, domestic water, and waste water systems.
  - 4.8.1.2** In order to be considered, your firm must have been in business, a minimum of Twenty (20) years.
  - 4.8.1.3** The depth of your firm's resources and ability to provide timely response to routine and emergency events will be considered.
  - 4.8.1.4** The firm must be focused on the development of new technologies that support sustainable operations of water dependent systems.
  - 4.8.1.5** Include a list of all U.S. and foreign patents relating to water treatment.
- 4.8.2** Submit a response plan showing how Bidder's logistics would enable them to meet the requirements of the University and provide resolutions in a timely manner.
- 4.8.3** Describe your firms, businesses, service overview, ownership, and background information. Enclose a copy of your firm's annual report or equivalent.
- 4.8.4** Provide profiles of your senior leadership team to demonstrate managerial ability. Please include the number of years that each leader has been with the firm.
- 4.8.5** Provide a description of your firm's professional technical ability and staffing to support operations and resolve problems. Please be specific.
- 4.8.6** Submit evidence that your staff are experienced, appropriately trained and licensed to perform the required work to the University's standards.
- 4.8.7** Discuss how your firm can meet the stated objectives of this RFP.
- 4.8.8** Explain what qualities/experiences give your firm a competitive edge in this field and how those characteristics would benefit UConn.
- 4.8.9** Please list other facilities serviced by your firm in the United States. Preferred focus on the CT/MA/RI/VT/NH /NY areas.

**4.8.10** List any sub-contracts or outsourced services (e.g. Lab work) that you plan to use.

**4.9** **Contract Document:** A draft copy of the pending contract has been attached to the RFP, **Appendix A**. The University reserves the right to modify the contract or waive any informality it deems to be in the best interest of the University. By submitting a proposal, the Bidder accepts without exception, the contract and any modifications to the contract, the University deems necessary.

**4.10** **Presentation:** Potential firms may be asked to discuss their written responses and submittals to this document at a presentation. Dates will be 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 their presentation.

## 5.0 Submission Instructions

**5.1 RFP Due Date and Time:** Proposals are due **October 27, 2020 at 2:00 PM**. Any proposal received after the stated due date and time will be rejected.

**5.1.1 Bid Delivery Address:** Bid submissions must be sent via email to [cpc@uconn.edu](mailto:cpc@uconn.edu)  
In order to maintain the integrity of the bidding process, any bid sent to any other e-mail addresses, other than [cpc@uconn.edu](mailto:cpc@uconn.edu) may be disqualified.

**5.1.2 Subject Line, of the e-mail bid submission, must include the following:**

**RFP # KS052920, Water Treatment Services, Bidder Company Name**

**5.1.3 Bid Opening:** Bids will be publicly opened and read on **October 27, 2020 at 2:15 PM** via video conference. Any bid received after 2:00 PM will remain unopened and disqualified.

**5.1.4 Attending Bid Opening:** Contractors interested in attending the bid opening may contact the buyer at [kathleen.susca@uconn.edu](mailto:kathleen.susca@uconn.edu) no later than **October 26, 2020** to obtain access to attend the Bid Opening. Please provide first and last names of the persons attending and their respective e-mail addresses. A link to the video conference will be sent to the bidder via e-mail.

**5.2 FORM OF PROPOSAL DOCUMENT:** Proposal submissions shall include an exact copy of the "**Form of Proposal**" **Section 8.0**. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.

**5.3 The Form of 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 "Form of Proposal" document 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.

- 5.4** All **erasures or corrections** shall be initialed by the person(s) signing the proposal.
- 5.5** The **terms and provisions of this RFP** and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 5.6** **CLARIFICATION/ADDENDUM:** Any interpretation, correction, or change to this RFP shall be made by **clarification/addendum**. Interpretations, corrections, or changes to the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University's Purchasing Department.
- 5.7** **No information communicated verbally** shall be binding, unless confirmed by written communication from the University of Connecticut Purchasing Department. In all cases, no verbal communication will override written communications and only written communications are binding.
- 5.8** **Failure to respond** to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may be cause for rejection of a proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.
- 5.9** **Misrepresentation:** The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.
- 5.10** **The following Appendices and Required Forms are to be submitted with bid:**
- 5.10.1 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.
  - 5.10.2 (Appendix A) - Contract Form
  - 5.10.3 (Appendix B) - Company Profile
  - 5.10.4 (Appendix C) - Governor Jodi M. Rell Ethics Memo, Acknowledgement of Receipt
  - 5.10.5 (Appendix D) - Anti Collusion
  - 5.10.6 (Appendix E) - Vendor Code of Conduct
  - 5.10.7 (Appendix F) - Pricing Workbook
  - 5.10.8 (Appendix G) - Client References: Provide a minimum of five (5) client references. Client references should be able to verify accuracy of assertions made by the Vendor.
  - 5.10.9 Form of Proposal 8.0
  - 5.10.10 Form 1 Gift and Campaign Contribution Certification
  - 5.10.11 Form 5 Consulting Agreement Affidavit
  - 5.10.12 Form 6 Affirmation of Receipt of State Ethics Law Summary
  - 5.10.13 Form 7 Iran Certification
  - 5.10.14 Bidder Contract Compliance Monitoring Report
  - 5.10.15 Non-Discrimination Certification
  - 5.10.16 SEEC Form 10 Acknowledgement of Receipt
  - 5.10.17 CT Economic Impact Form
- 5.11** **Ethics Affidavits and Certifications for State of Connecticut Contracts:** The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting

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

- 5.11.1 **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.

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

- 5.11.2 **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.

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

- 5.11.3 **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.

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

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

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

- 5.11.5 **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.

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

5.11.6 **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).

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

5.11.7 **SEEC Form 10 Acknowledgement of Receipt:** Complete and submit.

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

5.11.8 **Connecticut Economic Impact Form:**

5.11.8.1

[https://biznet.ct.gov/SCP\\_Documents/Groups/1/Connecticut%20Economic%20Impact%20Form%20\(DAS-46\).pdf](https://biznet.ct.gov/SCP_Documents/Groups/1/Connecticut%20Economic%20Impact%20Form%20(DAS-46).pdf)

5.11.9 **Anti-Collusion Affidavit**

5.11.9.1 Please refer to Appendix D to secure this form.

5.11.10 **Governor Jodi M. Rell Ethics Memo**

5.11.10.1 Please refer to Appendix C to view this document.

## 6.0 Standard RFP Requirements

### 6.1 Definitions

**6.1.1** The term “**Water Treatment Services**” as used in this document will include all equipment, materials and labor required to meet the various needs of the University.

**6.1.2 “Request for Proposals (RFP),”** means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

**6.1.3 “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.

**6.1.4 “Proposer”** means a person, firm or corporation submitting a proposal in response to a Request for Proposal.

**6.1.5 “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.

**6.1.6 “Informal communications”** means any communication method other than written emails, to the Point of Contact Person identified for this RFP.

**6.1.7 “Non-Acceptance of Proposal”** means another proposal was deemed more advantageous to the University or that all proposals were rejected.

**6.1.8 “Offer” or “Proposal”** means the Proposer’s response to this Request for Proposal.

**6.1.9 “Agreement”** shall mean the contract issued as a result of this Request for Proposal.

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

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

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

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

**6.1.14 "UConn Health" or "UCH"** shall mean University of Connecticut Health and its affiliates.

**6.1.15 "UConn Law" or "UCL"** shall mean the University of Connecticut Law School and its affiliates.

**6.1.16 "Contract"** shall mean the resulting agreement of this RFP 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 RFP specification.

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

**6.5 RFP Acceptance/Rejection:** The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.

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

**6.7 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 Cost Proposal:** (Appendix F)



**6.8.1** Firm(s) shall provide all-inclusive monthly cost for each system based on the requested services as outlined in the RFP.

**6.8.1.1** The contract will allow for the water treatment Contractor to supply the University with all needed equipment, services, chemicals, resins and consulting. It is expected that this will include all necessary testing, equipment, chemicals, filtering equipment, and other related sub-contractor services as required. As such, costs for these types of items must be included. Include any other costs, that may be required and taken into consideration.

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

**6.8.1.3** For projects, the Contractor will provide evidence of procurement competition, insuring the best value for the University.

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

**6.8.2.1** 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.

**6.8.2.2** 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.

**6.8.2.3** 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](http://www.ctdol.state.ct.us)

**6.8.3** **Prevailing Wage:** If a project involves new construction of a building or other structure or improvement, and the total cost of all work for a project to be performed collectively by Contractors and Subcontractors is \$1,000,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other

structure or improvement, and such total cost is \$100,000.00 or more, then Contractor will be required to quote the project at the Prevailing Wage Rate.

**6.8.3.1** The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

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

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

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

**6.8.3.5** Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers, and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of

telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

**6.8.3.6** Please note that it will be the successful contractor's responsibility to monitor wage rates issued by the Connecticut Department of Labor and ensure that non-supervisory employees are paid the most current wage and benefit rate. Contact the Connecticut Department of Labor with questions.  
[www.ctdol.state.ct.us](http://www.ctdol.state.ct.us) .

**6.8.4 Additional Services:** All additional services work shall be on a time and material basis with a not to exceed estimate. Written proposals must be submitted for review and acceptance prior to commencement of any work and shall show a breakdown of work by position, estimated hours, hourly rate, and total. Additional services may include, piping, electrical, instrumentation, and any service required to maintain the equipment and delivery system under this contract. Materials shall be shown on a cost-plus basis. Sub-contractor costs shall be cost plus and show cost breakdowns and backup in the sub-contractor's proposal. The labor rates submitted will be All-Inclusive Hourly Rates.

**6.8.4.1 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.

**6.8.4.2** Maximum allowed material mark-up is 10%.

**6.8.4.3** Maximum allowed Subcontractor mark-up is 5%.

**6.8.5** All service related equipment, hand tools and power tools, normally supplied with the labor to complete services are not compensable. The provision and use of this equipment shall be included in the All-Inclusive Hourly Rate.

**6.8.6** Rented Equipment, (used directly on the work and by the Contractor's or Subcontractor's own forces) shall be compensable at actual rental invoice cost to the contractor with no markup allowance.

**6.8.7 Service Provider's proposed pricing** shall take into account any upcoming changes to wages, wage-related costs or benefits, within each contract term. Therefore, Service Provider's proposed pricing shall include rates that account for any wage/wage-related/benefits increases that occur within the contract term.

**6.8.8 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.

**6.8.9 Price increases will only be considered on annual basis when:**

**6.8.9.1** Appropriate supporting documentation is provided.

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

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

**6.8.10 Independent Price Determination:** Proposer warrants, represents, and certifies that:

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

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

**6.8.10.3** No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**6.9 References:** The Contractor shall submit at least five (5) customer references that have been serviced by the staff proposed for UConn. Include the customer's name, address, contact name, contact email, and contact phone number. The University will contact the references and ask specific questions about the proposed staff members. Confirm your references are aware that they will be contacted by the University. References submitted should have systems similar in complexity and size to those covered by this RFP.

**6.10 Incorporation of Proposal:** Proposals submitted in response to this RFP 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, see Appendix E.

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

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

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

**6.16 Contract Term:** The initial term of any contract resulting from this RFP will be for two (2) years with options to renew for three (3) additional one (1) year periods or parts thereof. Said options will only be exercised upon satisfactory performance and by written consent of the University. Such intent to renew shall be conveyed to the firm in writing prior to the effective end date of contract term.

## 7.0 Standard Contract Terms and Conditions

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

**7.1 Contract 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 RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes

available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

- 7.4 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 University reserves the right to make multiple awards for these services if it is deemed to be in its own best interest.
- 7.6.4** The award will be contingent upon the successful Proposer's acceptance of all of the required terms and conditions in the University's standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.
- 7.6.5** The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statutes.
- 7.6.6** The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 7.6.7** In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted, and payment therefore shall be made at a proper reduction in price.
- 7.6.8** The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used

in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

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

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

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

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

**7.8.1** 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.**

**7.9 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.

**7.10 Equal Employment Opportunity Requirements:**

- a. In entering into any contract resulting from this RFP, the Proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.
  - b. The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.
- 7.11 Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 7.12 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.
- 7.13 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.
- 7.14 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 Original Equipment Manufacturer, 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.
- 7.15 Proposer Personnel, Forms and U.S. Export Control Regulations:**
- 7.15.1** The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.
  - 7.15.2** 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>).
  - 7.15.3** 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.
- 7.16 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.

**7.17 Responsibilities of the Proposer:**

**7.17.1 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.

**7.17.2 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.

**7.17.3 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.

**7.18 Insurance Requirements:**

**7.18.1 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.

<b>Statutory Workers' Compensation and Employers' Liability:</b>	
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
 <b>Commercial General Liability:</b>	
Combined single limit:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
 <b>Comprehensive Automobile Liability:</b>	

(to include owned, non-owned and hired vehicles):  
Combined single limit: \$1,000,000 each occurrence  
**Umbrella Liability:** \$2,000,000 each occurrence

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

**7.19 Contractor's Indemnity and Assumption of Liability:**

**7.19.1** 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.

**7.19.2** 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.

**7.19.3** 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.

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

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

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

**7.21** **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.

**7.22** **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.**

**7.23 Intellectual Property:**

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

**7.23.2** 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.

**7.23.3** 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.

**7.24 Confidential Information:**

**7.24.1** 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.

**7.24.2** 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.

**7.25 Responsibility of Those Performing the Work:**

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

**7.25.2** 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.

**7.25.3** 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.

- 7.26 Freedom of Information:** While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.
- 7.27 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)
- 7.28 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.
- 7.29 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.

- 7.30 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.
- 7.31 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.
- 7.32 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 if 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.

**7.33 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.

**7.34 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.

**7.35 Background Checks:** Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Agreement unless that employee, independent contractor or agent has completed a background check and is deemed suitable by Contractor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under this Agreement on campus (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University based on a concern of community or individual safety. Without limiting the other indemnification obligations of the Contractor under this Agreement, the Contractor shall defend, indemnify and hold harmless the State of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

**7.36 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.

## 8.0 Form of Proposal

**Date: October 27, 2020**

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

The undersigned proposer, in response to **RFP #KS052920 for Water Treatment Services** at the University of Connecticut, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

1. Proposer acknowledges receipt of the following addenda, which are a part of the RFP documents:  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
2. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
3. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.
4. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. Is proposer **currently** a State of Connecticut Small Business Enterprise and **certified** with DAS?  
Yes (  ) If yes, a Copy of the Certificate must be attached to your proposal  
No (  )
8. Payment Terms shall be 2% 15 days / Net 45 days, unless otherwise noted here: \_\_\_\_\_

Continued

9. Proposer Sales Representative (please attach resume):

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

F.E.I.N. # \_\_\_\_\_

(Include a current W9)

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

## 9.0 Scope and Specifications

The University's water treatment program will include analysis, service and maintenance of all boiler systems, cooling tower systems, hot water loop systems, chilled water loop systems, waste water systems, reclaimed water systems, and all routine services for Reverse Osmosis pretreatment equipment. The water treatment program will include all chemical products, any required equipment, materials, analysis, and professional consulting services to:

- 9.0.1** Improve program safety and reduce program risks and liability.
  - 9.0.2** Reduce fuel and electric consumption through improved heat transfer efficiencies, accomplished by minimizing scale, corrosion, fouling, and microbiological growth, which create deposits on heat transfer surfaces.
  - 9.0.3** Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling, or microbiological activity.
  - 9.0.4** Provide professional, knowledgeable, and hands on sales and service personnel to ensure program success.
  - 9.0.5** Accurately monitor program results and communicate suitable recommendations with quantifiable business-oriented justifications.
  - 9.0.6** Thoroughly train University personnel on the implementation and control of the program.
  - 9.0.7 Reverse Osmosis (RO) Systems**, shall be serviced monthly or as directed.
    - Provide price and a detailed description of what the service will include.
    - Price on Clean-In-Place (CIP) including required chemicals.
  - 9.0.8 Steam Attenuation Systems**, shall be serviced monthly or as directed.
    - Provide price for each service with a detailed description of what will be provided, including any chemicals, as well as degassification filter changes as required.
  - 9.0.9 Electro-Deionization Systems**, shall be serviced, only as directed, (not monthly) and must include:
    - Chemical costs.
    - Membrane replacement costs, this is a 5 to 7-year replacement.
    - Membrane CIP cost with chemicals.
  - 9.0.10 Resin Polisher Systems Service**, shall be serviced monthly or as directed and must include:
    - Polisher vessels will be regenerated at contractors off site facility.
    - Testing of chemistry before leaving the UConn facility, and re-testing before returning to service, to ensure water quality and lack of contamination.
    - Ensure all CT Department of Transportation requirements are fulfilled.
    - Pricing per vessel, regeneration to be included.
  - 9.0.11 Sand Filter Systems Service** shall be serviced monthly or as directed.
- 9.1 Annual Business Review:** 120 days prior to the end of each contract year, the Contractor will present a yearly review of the treatment program. Contractor's staff will meet with the University

Contract Coordinator to review and discuss all the treatment programs, their effectiveness and future objectives.

**9.2 Non-Conformance to Contract Conditions:** Any and all items or services may be tested and/or inspected for compliance with the specification. Items, which are not in conformance with the specification, may be rejected and returned at Contractor's expense. Failure to meet program goals may result in termination of the contract.

**9.3 Government Regulations:** All chemicals proposed for use at any facility, shall be verified as acceptable for use in the State of Connecticut and must be approved by the University Contract Coordinator. Chemicals used for water treatment, must comply with all EPA and DOT requirements, including packaging and labeling. The Contractor shall include SDS product bulletins and fact sheets with initial proposal for review. Exact product constituents must be provided to the University Contract Coordinator as needed.

**9.3.1 Food Grade Requirement:** It is the intent of the University that all steam produced be acceptable for use around food materials requiring FDA approval for all boiler treatment chemicals.

- This shall include oxygen scavengers, scale inhibitors, corrosion inhibitors, condensate treatments, and steam treatments.
- Careful Monitoring of treatment and condensate at the UConn main campus, steam treats with near, midrange, and remote blend Amines.

**9.3.2 Waste Discharge:** All discharge into the sewage system from cooling tower blowdown, boiler blow down, or system draining must meet all the applicable standards and regulations of the University Water Pollution Control Facility, the local municipality, the State of Connecticut, and the Federal Government.

**9.4 Right to Inspect Contractor Facilities;** The University reserves the right to inspect the Contractor's facilities at any time, with advance notice and also the facilities of their subcontractors.

**9.5 Chemistry Control Program Goals:**

**9.5.1 Scale and Corrosion Protection:** The water treatment program will provide scale and corrosion protection for condenser water systems, cooling tower systems, chiller systems, chilled water systems, steam boiler systems, de-aerator equipment, steam lines, condensate lines, waste water systems, reclaimed water systems, specialty water systems, and closed hot water loop systems.

**9.5.2 Equipment Availability and Efficiency:** Program safety, efficiency, and performance shall be maximized at all stages. The Reverse Osmosis (RO) service and maintenance program will be proactive and comprehensive to ensure 99% availability of the design water quality for the RO equipment. The Contractor shall make all reasonable efforts to maximize cycles of concentration in all systems and to minimize water, energy, and chemical consumption.

**9.5.3 Heat Transfer:** The chemical program and consulting services, are to produce clean heat transfer surfaces which are substantially free of scale, sludge, deposits, corrosion, pitting, and biological growth.

**9.5.4 Equipment Inspection:** The Contractor shall provide a written statement of the condition of all equipment and all equipment shall be made available at the time of UConn's annual outage for inspection. It is the Contractor's responsibility to be available for the inspection. New Equipment installed by the Contractor must be made available for all necessary inspections prior to use.

**9.5.5 Material Compatibility:** The Contractor shall ensure that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated. The proposed chemical products must be completely compatible with the existing chemical treatment program.

**9.5.6 Monitoring and Control:**

- The Contractor will provide a comprehensive chemical testing program with written instructions and test procedures for all control tests.
- The Contractor will provide a summary chart with frequency and time of day for each test.
- The Contractor will provide a Service Plan detailing the service activities expected and a proposed schedule. This shall include the service and expected material parts for all Reverse Osmosis systems.
- The Contractor will at a minimum, provide a quarterly executive report on chemical and water usage. The report shall include, performance, savings opportunities, and recommended actions to achieve the best possible results. If the contractor requests system changes, the Contractor must be able to complete the full installation, including any electrical, piping, communication, tubing, and delivery systems.

**9.5.7 Feed and Control Equipment:** The Contractor will supply the University Systems with any chemical feed or control equipment required to assure reliable operation of the boiler system, cooling systems, and waste water systems as outlined under REQUIRED EQUIPMENT in Sections C and D. Costs will be included in these Sections as well. The Contractor will review, track, and report the benefits or costs of installing this equipment. The Contractor will provide optimization and cost reduction recommendations as warranted.

**9.5.8 Idle Systems:** Contractor representatives shall be responsible for recommending treatment dosages and methods for protecting idle systems such as, laying up boiler systems during summer months or HVAC systems during winter months.

**9.5.9 Other Services, Supplies and Equipment:** The Contractor will supply other services, supplies, chemicals, and equipment as needed to support the water treatment program. These additional items will be supplied at cost, plus a markup as defined in this RFP.

**9.5.9.1 Special Studies:** Contractor shall conduct corrosion studies in critical systems quarterly, at a minimum, to ensure program performance. Online corrosion monitoring equipment shall be maintained on systems where warranted. The Contractor shall issue a proposal when necessary for recommended studies and the costs thereof.

**9.6** The Contractor shall appoint at least two staff members to represent the company in dealings with the University. Staff qualifications of a college degree in a scientific or engineering discipline are preferred. The assigned staff shall be full-time employees of the Contractor. Any change, even temporarily, in staff for this contract will require specific written notification and approval by the University. The Contractor shall list name, educational background, years' experience in the water treatment industry, and years with the Contractor for each of the proposed staff members.

**9.7 Service Level and Response Time:** The Contractor's assigned staff must be able to respond within two (2) hours or less during normal working hours.

- Staff shall be available 24 hours /7 days a week.
- Staff must be available for calls on specific problems should they occur.
- At a minimum, Contractors staff shall visit all sites and provide a weekly service report.
- Under emergency circumstances, staff must be able to respond within four (4) hours outside of regular business hours.
- An accurate contact method for all Contractors assigned staff members for compliance is a requirement.

**9.8 Program Administration Plan:** Organization is vital to a well-run water treatment program. In order to have quick access to all technical, best practices, and safety information regarding the water treatment program, the University requires that the Contractor provide a Program Administration Plan. This plan must contain an outline of the chemical program, all chemical control test procedures, Log Sheets, Product Bulletins, Safety Data Sheets (SDS), Feed and Control Equipment Specifications, and Service Reports. At a minimum, annual review of the Program Administration Plan is required to assure accuracy and completeness.

- Provide a detailed summary of how your firm administers and manages a water treatment program. Include a sample Program Administration Plan and its contents.

**9.9 Chemical Delivery, Storage, and Handling:** The University is committed to safe chemical delivery, storage, handling, and disposal at all locations-and reducing the risks associated with chemical handling by site personnel:

- All product deliveries must be made to the point of feed.
- Mild steel drums of any size are not acceptable.
- Five (5) gallon pails are not acceptable for biocides.
- All products must be capable of being fed neat, (without dilution or contact) by our University staff.
- Submit an outline your program to handle the above requirements.



- Submit copies of your firms training program for chemical delivery personnel.
- Submit photos of storage and handling equipment. Indicate where similar systems may be observed in operation at facilities similar in complexity and size to those in this proposal.

**9.10** The following is to be considered with regard to chemical delivery, handling, and storage:

**9.10.1 Chemical Delivery Requirements:**

- 9.10.1.1 Chemical SDS must be on site prior to delivery with a second copy accompanying delivery.
- 9.10.1.2 Chemical transport equipment must comply with DOT requirements for transporting hazardous material.
- 9.10.1.3 Chemical transport equipment brought on site must be stainless steel on exterior for strength.
- 9.10.1.4 No empty, partial, or full chemical transport equipment is to be stored on-site.
- 9.10.1.5 Adequate volume of receiving vessel must be determined prior to offloading.
- 9.10.1.6 It is solely the Contractors responsibility to maintain all chemical inventory and provide a weekly inventory report to the designated University Representative for any and all chemicals provided.
  - The report shall be, accessible remotely.
  - The report shall indicate inventory on hand, ordered quantities, and expected delivery dates.
  - Estimated operational hours remaining based on current inventory.

**9.10.2 Chemical Handling Requirements:**

- 9.10.2.1 Assigned staff must have “Hazardous Materials Awareness” certification at a minimum.
- 9.10.2.2 Assigned staff must always be equipped with appropriate personal protective equipment (PPE) when in proximity to chemicals.
- 9.10.2.3 Assigned staff must be trained and equipped to handle minor chemical spills that do not require an emergency response.
- 9.10.2.4 Assigned staff must be equipped to move chemicals up or down stairs if required.

**9.10.3 Chemical Storage Requirements:**

- 9.10.3.1 Chemical containers must be suitable for duration of usage.
- 9.10.3.2 Secondary containment volume must be at least 150% of the primary chemical storage container volume.
- 9.10.3.3 All containments must have a level indication mechanism.

**9.11 Training:** The Contractor will provide training to University staff. Training shall include:

- How to perform tests.
- How to monitor chemical program results.
- How to work safely with chemical products.
- General training regarding boiler, cooling, and wastewater systems.
- Training for safe chemical handling, storage, usage requirements.
- Submit samples of training materials in the proposal.
- The Contractor may also provide access to an online training programs available for individuals. The online program should be capable of providing supervision with updated reports indicating progress and status of training programs engaged in by University staff.
- Provide a summary of any training your firm can provide to UConn staff.

**9.12 Efficiency Monitoring:** One of the major goals of the University's water treatment program is improved heat transfer efficiency through clean heat transfer surfaces.

**9.12.1** The Contractor is to have the capability of on-site computer analysis of energy efficiency.

**9.12.2** Tracking of boiler efficiency, overall chiller efficiency, condenser efficiency, and evaporator efficiency must be performed on a regular basis.

**9.12.3** Submit a summary of your firm's capabilities in efficiency monitoring with sample computer outputs. At least one of the samples is to be from an account listed as a reference for all applicable computer efficiency studies.

**9.13 Analytical Capabilities:**

**9.13.1** The Contractor must have engineering and laboratory facilities capable of performing all necessary analytical work to facilitate program development, monitoring, control, and troubleshooting of all systems.

**9.13.2** The Contractor shall provide all laboratory services.

**9.14 Program Development:** The Contractor must be capable of developing individual water treatment methodology, suitable for all UConn sites independently. **Section E** contains sample water analysis for your firm to develop an example of recommended programs. The recommended program examples should include representative costs, advantages, disadvantages, and implementation timelines. These examples will be utilized as a standardized platform for proposal comparison. Systems at the branch campuses may require alterations to the example program supplied, however, program costs for all systems will be based on the supplied information.

**9.15 Laboratory Services:** must be available and shall include:

- corrosion coupon analysis
- water analysis
- deposit analysis
- microbiological analysis

- ion exchange resin analysis
- ANALEX cartridge analysis
- fuel oil analysis
- metallurgical analysis

Submit with your proposal, as evidence of your firm's laboratory capabilities, a sample analytical report for a corrosion coupon analysis, a deposit analysis, and a microbiological analysis from a local customer. It is not necessary to disclose customer names however, the location should be evident.

**9.16 Troubleshooting:** Contractors staff must be capable of timely, accurate, troubleshooting of system processes and equipment to maximize reliability and availability.

Submit with your proposal, a “Lesson Learned” or similar alert notification document that your firm currently utilizes to keep the staff representative’s knowledge current.

**9.17 Environment, Health, and Safety:**

- Contractor must provide Safety Data Sheets accompanying all initial orders and complying with all state and federal laws concerning the handling of hazardous materials.
- The Contractor will operate an in house, 24-hour, 7 day per week emergency phone number which may be called for emergency information regarding chemical spills and/or accidents.
- Provide a summary of your Safety Data Sheet program.
- Include your emergency phone number and a sample copy of your firm's Safety Data Sheet for a biocide you may use at a UConn site.
- All assigned Contractor’s staff must be Trained and Certified in all aspects of chemical handling safety associated with water treatment.
- Submit a summary of how your firm accomplishes this training and certification.

**9.18 Responsible Care®:** Responsible Care® is the chemical industry’s global voluntary initiative under which companies, through their national associations, work together to continuously improve their health, safety and environmental performance, and to communicate with stakeholders about their products and processes.

- Submit documentation to demonstrate your company’s Responsible Care program.

**9.19 Water Borne Pathogens:** The University is concerned about protecting the health of employees, students, faculty, and guests. Reducing the risk of water borne pathogens is essential to reduce the potential for exposure.

- Describe your capabilities for minimizing environmental exposure to Legionella or similar pathogens.
- Describe in detail, your capabilities for monitoring the presence of Legionella or similar pathogens in open cooling systems.
- Describe your method of testing for the presence of Legionella bacteria. Include cost per test and a timeline for a positive test for Legionella to be reported.

- Indicate if your lab facilities are certified to test for Legionella and if you are using an outsourced service as primary or secondary verification.
- Describe your firm’s recommended procedure, cost, and capability for cleaning and disinfecting cooling towers.
- Submit a detailed report demonstrating the typical remediation procedure.

**9.20 Green Initiative:** The University of Connecticut supports the United States EPA, US Green Buildings Council Energy Star and LEEDS energy reduction programs.

- List your company’s affiliation with such groups.
- Describe your company’s policies and programs supporting the Green Initiative.

**9.21 Microbiological Testing:** The University is very concerned with microbiological control in our cooling systems. Therefore, we require the Contractor have the capability of monitoring microbial activity at our sites on a real time basis. This technology will be considered an optional program. The technology should be capable of providing advance control of microbial activity within the expected guidelines as presented by the Cooling Technology Institute for control of water borne pathogens.

- Submit technical support documentation for the technology.

**9.22 Statistical Process Control (SPC):** To help ensure that we receive quality products, your firm must be currently practicing statistical process control or equivalent in the manufacture of chemical products. In addition, the Contractor must have a statistical process control program specifically designed for monitoring and controlling boiler, wastewater, chiller, and cooling tower systems.

- Submit a summary of your firm's capability in these areas along with SPC reports for all products that you propose for our systems. These SPC reports must be based on a minimum of 25 data points. Supporting literature may be included.

**9.23 Equipment Inspection:** Thorough equipment inspection is important in determining the effectiveness of a water treatment program, as well as potential operational problems for a given system.

- The Contractor must have the capability of inspecting all systems, and utilizing the industries best available equipment, such as fiber-optics.
- The Contractor must be able to provide a detailed inspection report with annotated photographs.
- Submit a sample inspection report to demonstrate compliance with this requirement.

**9.24 Equipment and Supplies:** The Contractor must provide all feed, control, monitoring, analytical, testing, and incidental equipment and the supplies required for the water treatment program.

- Submit examples of equipment that may be supplied. The Contractors expertise must be demonstrated in the proposal response.

**9.25 Service Level and Program Costs:** When completing Section, A - RO, Section B – Boiler, Section C – CHP, and Section D – Cooling, submit examples of programs as delineated below:

These Service programs and costs provided in your Pricing Workbook, Appendix F, should include: TOTAL SERVICE / COSTS as well as the expected cost breakdown for standard dosage of each chemical recommended, implementation costs, costs of supplies, and routine operating and maintenance costs. The pricing format provided in the Pricing Workbook must be used as the primary pricing structure. Alternate pricing structures may be provided, please label as "alternate".

**9.25.1 RO System Service Program;** As depicted in Section A., include your recommendations for routine service visits and condition reports. Include membrane analysis as you see fit.

**9.25.2 RO System Service Costs:** As provided in the Pricing Workbook. Include pricing breakdown as needed.

**9.25.3 Boiler System Service Program:** As depicted in Section B.

**9.25.4 Boiler System Service and Chemical costs:** As provided in the Pricing Workbook. Include pricing breakdown as needed.

**9.25.5 CHP System Service Program:** As depicted in Section C.

**9.25.6 CHP System Service and Chemical Costs:** As provided in the Pricing Workbook. Include pricing breakdown as needed.

**9.25.7 Cooling System Service Program:** As depicted in Section D.

**9.25.8 Cooling System Service and Chemical costs:** As provided in the Pricing Workbook. Include pricing breakdown as needed.

**9.26 Chemical Delivery Responsibility:**

- The Contractor will be entirely responsible for delivery to point of containment.
- The Contractor will be entirely responsible for pumping to all systems.
- UConn personnel shall be completely hands off on all chemical delivery systems.

**9.26.1 Catalog and Published Price List (PPL):** The proposed price "structure" will be firm for the term of the contract. All pricing that is based on a discount off the contractor's catalog and published price list will retain the same discounts.

**9.26.2 Alternate Price Structures:** If presenting "alternate" pricing, all advantages, disadvantages, and service levels must be clearly defined for each "alternate" pricing structure.

**9.27 Existing Infrastructure and Program's needs:** The University's existing control equipment will be used to monitor and control wherever possible. Chemicals should be compatible with those currently in use. The existing equipment will control the conductivity in the system. Additional desired capabilities are:

**9.27.1** Graphically reporting the chemical dosage in the cooling water systems.

**9.27.2** Capable of compensating for un-metered make-up and/or blow down.

- 9.27.3 Capable of controlling chemical levels regardless of the number, and/or, control the cycles of concentration.
- 9.27.4 Capable of correlating dosage and inventory usage, to calculate water losses on the cooling water system.
- 9.27.5 Capable of data collection for analysis in data formats.
- 9.27.6 Capable of data collection, and of sending data via 4-20 ma signal to the Digital Control System (DCS) for monitoring.
- 9.28 The University is currently operating boilers and towers on reclaimed water. The Reclaimed Water Facility effluent is the influent for the Storrs CUP. This water will be used for all industrial water uses at the CUP, and possibly for University irrigation purposes.
- 9.29 **University Contractor Policy:** Contractors must comply with all local, state, federal and University safety requirements (e.g., OSHA, National Electric Code), and assure that all of their employees performing work on UConn campuses are suitably trained and licensed.
- 9.29.1 Contractors are required to comply with all aspects of the UConn Contractor EHS Manual, “Environmental, Health and Safety Requirements for Construction, Service and Maintenance Contractors”.
- 9.29.2 Copies of appropriate manuals will be provided to the Contractors by the UConn Contract Coordinator.
- 9.29.3 University infrastructure components may contain preexisting asbestos containing material (ACM), if the Contractor finds material that may contain asbestos or other harmful contaminants, work must stop immediately and the University Contract Coordinator must be notified. Abatement will take place prior to completion of any work.

## Section A - Typical Reverse Osmosis (RO) System Service and Specifications

**A.1 Proposal Format:** The RO specifications provided will be considered as a typical system representative of any RO in the University system. These specifications and operating conditions will be used in making proposal calculations. All of the blanks must be completed on the forms provided. The intent is to understand the dosages and operating recommendations your firm will be making for the system. The scope of the RO system service and supply is as follows:

- All Softener treatment chemicals and services such as elution studies.
- All RO treatment chemicals.
- All RO filter array cleaning and associated services, whether it be on or off campus.
- All RO performance monitoring and routine reports.

**A.2 System Assumptions:** Additional assumptions of the system are as follows:

- Equipment was manufactured by ALTAIR Equipment Company, Inc.
- Triple Array Unit.

- RO influent pretreated by softeners.
- RO Inlet Flow 250 GPM
- Minimum RO Flow 225 GPM Unit cycles on and off to keep RO Storage tanks full.
- Reject Water 50 - 125 GPM suitable for sewage system discharge
- Removal Efficiency 98%
- Water to Condensate Tank typically 180 GPM
- End result of the water treatment used must comply with the current ASME Standard "CONSENSUS ON OPERATING PRACTICES FOR THE CONTROL OF FEEDWATER AND BOILER WATER CHEMISTRY IN MODERN INDUSTRIAL BOILERS"
- The RO will be run to the Water Vendors recommended specifications.

**A.3 Water Analysis: Water Analysis:** Use Example shown as Section E, E.2:

**A.4 Product Specifications:** Provide a sample RO system chemical program with appropriate chemicals in a format similar to the following. Leave sections blank if not applicable, add sections as needed. All cost calculations must be provided:

**A.4.1 ACIDS:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per 1000 gallons in feed water: \_\_\_\_\_

PPM product required per 1000 gallons in feed water: \_\_\_\_\_

**Cost calculations:** \_\_\_\_\_

**A.4.2 SCALE & CORROSION INHIBITOR:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM required per 1 ppm T.A. Hardness in feed water: \_\_\_\_\_

PPM product required per 1000 gallons in feed water: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**A.4.3 ANTIFOULANTS:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**A.4.4 Anion Bed Polisher:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per 1000 gallons in feed water: \_\_\_\_\_

**Cost Calculations :** \_\_\_\_\_

**A.4.5 Additional/alternate recommended treatments and services:**

**300,000 gallon demin trailer daily and weekly rental**

Cation Bed rental: \_\_\_\_\_

Anion Bed rental: \_\_\_\_\_

**Total Annual RO System Costs:** \_\_\_\_\_

## **Section B Typical Storrs Boiler System Service and Specifications**

**B.1 Proposal Format:** The Boiler specifications provided will be considered as an average boiler representative of any boiler in the University system. These specifications and operating conditions will be used in making proposal calculations. All blanks must be completed on the forms provided. The scope of the boiler system, which requires treatment and service, is as follows:

- Feed water treatment system
- Boiler water treatment system
- Boiler Lay-up
- Condensate Polisher treatment system (Sodium Cycle)
- Condensate line treatment system
- Blow down or drainage waste system

**B.2 System Assumptions:** Additional assumptions of the system are as follows:

- Fire tube boiler operating at 125 psig producing 135,000,000 pounds of steam annually



- HRSG High Pressure drum at 600 psig and Low Pressure drum at 150 psig producing 600,000,000 pound of steam annually
- Condensate return of 45% at Polished quality using make-up water from wells pretreated by softeners, RO (3 arrays), and an anion resin bed exchanger
- Deareator at 5 psig and 224°F

**B.3 Required End Result:** End of the water treatment used must comply with the current ASME Standard “CONSENSUS ON OPERATING PRACTICES FOR THE CONTROL OF FEEDWATER AND BOILER WATER CHEMISTRY IN MODERN INDUSTRIAL BOILERS”

**B.4 Water Analysis:** Use Example water analysis shown in Section E, E.3 as typical feed water analysis.

**B.5 Product Specifications:** Provide example Boiler-water system chemical program with appropriate chemicals in a format like the following. Leave sections blank if not applicable, add sections for additional. All cost calculations must be provided:

**B.5.1 OXYGEN SCAVENGER:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per 1 ppm Oxygen in feed water: \_\_\_\_\_

PPM product required per 1 ppm residual in feed water: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**B.5.2 SCALE & CORROSION INHIBITOR:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM required per 1 ppm T.A. Hardness in feed water: \_\_\_\_\_

PPM product required per 1 ppm residual in feed water: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**B.5.3 ALKALINITY ADJUSTMENT:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required to raise O-Alkalinity 1 ppm: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**B.5.4 CONDENSATE TREATMENT:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product per million pounds steam produced: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**B.5.5 Additional/alternate recommended treatments and services:**

**Total Annual Boiler System Costs:** \_\_\_\_\_

## Section C Typical Central Heating Plant (CHP) (Avery Point) System Specifications

**C.1 Proposal Format:** The CHP specifications provided will be considered as an average system representative of any CHP in the University system. These specifications and operating conditions will be used in making proposal calculations. All blanks must be completed on the forms provided. The scope of the Cooling and boiler system, which requires treatment and service, is as follows:

- Feed water treatment system – Including Softeners
- Boiler water treatment system
- Boiler Layup treatment
- Hot Water heating loops treatment system
- Chill water closed loop
- Cooling tower open loop
- Condensate line treatment system
- Blow down or drainage waste system

**C.2 System Assumptions:** Additional assumptions of the system are as follows:

- Three (3), fire tube, 400 Hp boilers operating 365 days at 100 psig producing 75,000,000 pounds of steam annually
- Condensate return of 75% at Polished quality
- Make up water from city water pretreated by softeners
- Hot water loops at 35-65 PSIG

- De-aerator at 5 psig and 224°F
- Chillers are motor driven centrifugal 700 Ton units @80°F and 75% Humidity
- Assume 4,000,000 Ton Hours per year cooling loading.
- Use 10,000 gallons per year for chilled water loop make-up.

**C.3 Required End Result:** End result of the water treatment used must comply with the current ASME Standard “CONSENSUS ON OPERATING PRACTICES FOR THE CONTROL OF FEEDWATER AND BOILER WATER CHEMISTRY IN MODERN INDUSTRIAL BOILERS”.

**C.4 Water Analysis:** Use Example water analysis shown in Section E, E.4 as typical feed water analysis.

**C.5 Product Specifications:** Provide example Boiler water system chemical program with appropriate chemicals in a format similar to the following. Leave section blank if not applicable, add section for additional. All cost calculations must be provided:

**C.5.1 OXYGEN SCAVENGER:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per 1 ppm Oxygen in feed water: \_\_\_\_\_

PPM product required per 1 ppm residual in feed water: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**C.5.2 SCALE & CORROSION INHIBITOR:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM required per 1 ppm T.A. Hardness in feed water: \_\_\_\_\_

PPM product required per 1 ppm residual in feed water: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**C.5.3 ALKALINITY ADJUSTMENT:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required to raise O-Alkalinity 1 ppm: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**C.5.4 CONDENSATE TREATMENT:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**C.5.5 HOT WATER LOOP TREATMENT:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**C.5.6 Chilled Water Loop treatment:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**C.5.7 Tower Loop treatment:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

**Cost Calculations:**

**C.5.8 Additional/alternate recommended treatments and services:**

### C.5.9 Total Annual Central Heating Plant System Costs:

## Section D Cooling System Service and Specifications

**D.1 Proposal Format:** The Cooling System specifications provided shall be considered as an average cooling system, representative of any cooling system in the University system. These specifications and operating conditions must be used in making proposal calculations.

Complete all blanks on the forms provided.

The scope of the cooling system, which requires treatment and service, is as follows:

- Chilled water closed loop treatment system.
- Cooling tower open loop water treatment system.
- York 2100 Ton rifled tube chillers (4 units).
- Tower water also supplied to steam turbine gland condensers, generator lube oil coolers.

**D.2 System Assumptions:** Additional assumptions of the system are as follows:

- Open loop cooling system recirculation 3000 GPM each per 9 towers
- Closed loop volume recirculation rate 6900 GPM each per 5 pumps
- Make up water to cooling tower rate 570,000 GPD
- Differential temperature for open cooling loop is 10°F
- Mild steel, admiralty brass, and copper metallurgy with stainless cooling towers
- Maximum corrosion rate of 0.2 mils per year (mild steel) and 0.1 mils per year on yellow metals
- Iron and suspended solids dispersion
- Non-chromate program required capable of copper corrosion inhibition and bio-dispersant
- Non-foaming with a liquid blend of surface active preventative foam control agent
- Maintain total aerobic microorganism level <10,000 cfu/ml
- Halogen level within CTI standards for Legionella control
- Closed loop active ingredients should include Molybdate, Azole, Polymer, and a buffering agent to minimize pH cycling, other programs may be recommended.

**D.3 Required End Result:** The water treatment used must comply with the current best industrial practices.

**D.4 Water Analysis:** Use the “example, water analysis” shown in Section E, E.2 as a typical feed water analysis.

**D.5 Product Specifications:** Provide an example of a system chemical program with appropriate chemicals in a format similar to the following.

- Leave section blank if not applicable, add sections for additional information.

- All calculations for chemical consumption must be based on Contractors recommended average concentration.
- All cost calculations must be provided:

**D.5.1 DISPERSANT:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per ? ppm: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**D.5.2 SCALE & CORROSION INHIBITOR:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per ? ppm: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**D.5.3 OXIDIXING BIOCID:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per ? ppm: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**D.5.4 NON-OXIDIXING BIOCID:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

PPM product required per ? ppm: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**D.5.5 CHILLED WATER INHIBITOR:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

Target Concentration for Yellow Metal Corrosion Inhibition: \_\_\_\_\_

Target Concentration for Mild Steel Corrosion Inhibition: \_\_\_\_\_

Target Concentration for Scale Corrosion Inhibition: \_\_\_\_\_

Target Concentration for General Dispersion: \_\_\_\_\_

Product Concentration in solution to achieve targets: \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**D.5.6 CHILLED WATER BIOCIDES:**

Name / Part Number: \_\_\_\_\_

Generic Type: \_\_\_\_\_

Active %: \_\_\_\_\_

Dosage to Achieve Expected Concentration (lbs/kgal): \_\_\_\_\_

Planned Dosing Frequency (Times per week): \_\_\_\_\_

**Cost Calculations:** \_\_\_\_\_

**D.5.7 Additional/alternate recommended treatments and services:**

**D.5.8 Total Annual Cooling System Costs:**

## Section E Water Analysis

- E.1** The following examples are to be used as a guideline for the basis of your proposed programs. Prices offered will be based on these provided examples, prices will remain firm regardless of changes to the analysis during the contract term.
- E.2** **Potable Water Analysis:** Example well water analysis including condensate is as follows: Storrs Potable Water; January 9, 2008.

Cations/Metals	Filtered	Total
Aluminum (Al)	<0.1	<0.1
Barium (Ba)	<0.05	<0.05
Boron (B)	<0.1	<0.1
Cadmium (Cd)	<0.05	<0.05
Calcium (Ca)	9.1	9.1
Chromium (Cr)	<0.05	<0.05
Copper (Cu)	0.03	0.03
Iron (Fe)	<0.05	<0.05
Lead (Pb)	<0.1	<0.1
Lithium (Li)	<0.05	<0.05
Magnesium (Mg)	2.2	2.2
Manganese (Mn)	<0.05	<0.05
Molybdenum (Mo)	<0.1	<0.1
Nickel (Ni)	<0.05	<0.05
Phosphorus (P)	<0.1	<0.1
Phosphorus (PO4)	<0.3	<0.3
Potassium (K)	2.8	2.8
Silica (SiO2)	12.0	12.0
Sodium (Na)	26	26
Strontium (Sr)	0.06	0.06
Vanadium (V)	<0.05	<0.05
Zinc (Zn)	<0.05	<0.05
Calcium (CaCO3)	23.0	23.0
Magnesium (CaCO3)	9.2	9.2
Sodium (CaCO3)	56	56
Calculated Hardness (CaCO3)	32	
<b>Phosphates</b>		
Phosphate (PO4) - Total	<0.2 mg/L	<0.2 mg/L
Phosphate (PO4) - Ortho	<0.10 mg/L	<0.10 mg/L
<b>Anions</b>		
Bromide (Br)		<0.20 mg/L
Chloride (Cl)		29 mg/L
Nitrate (NO3)		3.9 mg/L
Nitrite (NO2)		<0.20 mg/L
Sulfate (SO4)		20 mg/L
Chloride (CaCO3)		40 mg/L
Nitrate (CaCO3)		3.1 mg/L
Sulfate (CaCO3)		21 mg/L



**ALK - Alkalinity**

Bicarbonate (CaCO3)	31 mg/L
Methyl Orange (CaCO3)	31 mg/L
Phenolphthalein (CaCO3)	<10 mg/L

**Others**

pH	7.4 pH Units
Conductivity	210 µS/cm
Organic Carbon (C) - Total	< 2.0 mg/L
Ammonia (NH3)	< 0.04 mg/L
Ammonia (CaCO3)	< 0.12 mg/L
Suspended Solids	< 1.5 mg/L

**E.3 Boiler Feedwater Water Analysis:** Example Boiler feed water analysis including condensate is as follows: Storrs Feedwater Composite October 29, 2006

**Cations/Metals (all in mg/L unless otherwise indicated)**

	<u>Filtered</u>	<u>Total</u>
Aluminum (Al)	<0.1	<0.1
Barium (Ba)	<0.4	<0.4
Boron (B)	<0.1	<0.1
Cadmium (Cd)	<0.04	<0.04
Calcium (Ca)	<0.1	<0.1
Chromium (Cr)	<0.01	<0.01
Copper (Cu)	0.02	0.03
Iron (Fe)	0.05	0.73
Lead (Pb)	<0.2	<0.2
Lithium (Li)	<0.01	<0.01
Magnesium (Mg)	<0.4	<0.4
Manganese (Mn)	<0.01	<0.01
Molybdenum (Mo)	<0.1	<0.1
Nickel (Ni)	<0.1	<0.1
Phosphorus (P)	<1.1	<1.0
Phosphorus (PO4)	<3.2	<3.1
Potassium (K)	<0.7	<0.7
Silica (SiO2)	4.4	4.4
Sodium (Na)	8.1	8.1
Strontium (Sr)	<0.01	<0.01
Vanadium (V)	<0.53	<0.50
Zinc (Zn)	<0.01	<0.01
Calcium (CaCO3)	<0.3	<0.2
Magnesium (CaCO3)	<1.7	<1.6
Sodium (CaCO3)	19.0	18.0
Calculated Hardness (CaCO3)		NR*

**Anions**

Bromide (Br)	<0.20 mg/L
Chloride (Cl)	5.1 mg/L
Nitrate (NO <sub>3</sub> )	1.3 mg/L
Nitrite (NO <sub>2</sub> )	<0.20 mg/L
Sulfate (SO <sub>4</sub> )	0.62 mg/L
<i>Chloride (CaCO<sub>3</sub>)</i>	7.2 mg/L
<i>Nitrate (CaCO<sub>3</sub>)</i>	1.1 mg/L
<i>Sulfate (CaCO<sub>3</sub>)</i>	0.64 mg/L

**ALK - Alkalinity**

Bicarbonate (CaCO <sub>3</sub> )	13 mg/L
Methyl Orange (CaCO <sub>3</sub> )	<10 mg/L
Phenolphthalein (CaCO <sub>3</sub> )	<10 mg/L

**Others**

pH	6.3 pH Units
Conductivity	40 µS/cm

**E.4 City Water Analysis:** Example CHP water analysis including condensate is as follows:  
Groton City Water, October 10, 2007.

**Cations/Metals (all in mg/L unless otherwise indicated)**

	Filtered	Total
Aluminum (Al)	<0.1	<0.1
Barium (Ba)	<0.4	<0.4
Boron (B)	<0.1	<0.1
Cadmium (Cd)	<0.04	<0.04
Calcium (Ca)	<0.1	<0.1
Chromium (Cr)	<0.01	<0.01
Copper (Cu)	<0.01	<0.01
Iron (Fe)	<0.01	0.01
Lead (Pb)	<0.2	<0.2
Lithium (Li)	<0.01	<0.01
Magnesium (Mg)	<0.4	<0.4
Manganese (Mn)	<0.01	<0.01
Molybdenum (Mo)	<0.1	<0.1
Nickel (Ni)	<0.1	<0.1
Phosphorus (P)	<1.1	<1.0
Phosphorus (PO <sub>4</sub> )	<3.2	<3.1
Potassium (K)	2.8	2.9
Silica (SiO <sub>2</sub> )	6.2	6.2

Sodium (Na)	21	21
Strontium (Sr)	<0.01	<0.01
Vanadium (V)	<0.53	<0.50
Zinc (Zn)	<0.01	<0.01
<i>Calcium (CaCO3)</i>	<0.3	<0.2
<i>Magnesium (CaCO3)</i>	<1.7	<1.6
<i>Sodium (CaCO3)</i>	46	46
<i>Calculated Hardness (CaCO3)</i>		NR*

#### **Phosphates**

Phosphate (PO4) - Total	0.90 mg/L	0.90 mg/L
Phosphate (PO4) - Ortho	0.70 mg/L	0.70 mg/L

#### **Anions**

Bromide (Br)	<0.20 mg/L
Chloride (Cl)	19 mg/L
Nitrate (NO3)	<0.20 mg/L
Nitrite (NO2)	<0.20 mg/L
Sulfate (SO4)	5.8 mg/L
<i>Chloride (CaCO3)</i>	27 mg/L
<i>Nitrate (CaCO3)</i>	<0.16 mg/L
<i>Sulfate (CaCO3)</i>	6.0 mg/L

#### **ALK - Alkalinity**

Bicarbonate (CaCO3)	13 mg/L
Methyl Orange (CaCO3)	13 mg/L
Phenolphthalein (CaCO3)	<10 mg/L

#### **Others**

pH	7.5 pH Units
Conductivity	120 µS/cm
Organic Carbon (C) - Total	< 2.0 mg/L
Ammonia (NH3)	0.090 mg/L
<i>Ammonia (CaCO3)</i>	0.26 mg/L

## **10.0 Appendix A – Contract Form**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with bid as acknowledgement of receipt.

## **11.0 Appendix B – Company Profile**

Refer to the PDF portfolio to secure this document. Complete and submit with bid.

## **12.0 Appendix C – Gov Jodi M. Rell Ethics Letter**

Refer to the PDF portfolio to secure this document. Review this document and submit a copy with bid as acknowledgement of receipt.

## **13.0 Appendix D – Anti Collusion Affidavits**

Refer to the PDF portfolio to secure this document. Complete and submit with bid.

## **14.0 Appendix E – Vendor Code of Conduct**

Refer to the PDF portfolio to secure this document. Complete and submit a copy with bid as acknowledgement of receipt.

## **15.0 Appendix F– Pricing Workbook**

—Refer to the PDF portfolio to secure this document. Complete and submit with bid.

## **16.0 Appendix G - References**

**Instructions:** Complete the following sections for each of the proposer’s five (5) references. These references should be comparable in size and scope to the University’s requirements as set forth in the RFP document. Only one reference may be the University of Connecticut.











