



REQUEST FOR PROPOSAL

WATER TREATMENT SERVICES CONTRACT

FOR THE

UNIVERSITY OF CONNECTICUT

RFP DS091714-1

Issue Date

September 30, 2014

**Mandatory Pre-Proposal Conference:
At the UConn Purchasing Department
October 14, 2014 10:00 am**

Proposal Due Date

October 23, 2014 2:00 PM (EST)

Submitting Firm's Name

**Issued By: Dennis Sienna
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PART I PROJECT OVERVIEW

The University of Connecticut Purchasing Department (hereinafter referred to as “University”) in Storrs, Connecticut is seeking proposals from qualified Contractors to provide Water Treatment Services to meet the needs of the University. Services will be required as described in the provided specifications.

This Request for Proposal (RFP) is part of a competitive procurement process which will allow for the development of a contract that best meets the needs of the University. This Request for Proposal format is being used rather than a “Request for Quotation” due to the complexity of the University’s requirements and the need to contract with firms whose experience, qualifications and abilities, will meet the University’s demanding service requirements.

The contract award will be made to the Contractor(s) whose proposals are determined to be the most advantageous to the University, taking into consideration the evaluation criteria set forth in this document. It should be noted that any contracts resulting from this Request for Proposal will not be "exclusive" contracts. The University will reserve the right to place purchase orders in any manner deemed to be in the best interest of the University. The University reserves the right to make a multiple awards by location.

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

DEMOGRAPHICS

The University is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, the UConn School of Law in Hartford, the UConn School of Social Work in West Hartford, the Graduate Business Learning Center in Hartford, and the UCONN Health Center (UCHC) in Farmington. In addition there are eight Cooperative Extension Offices located in Bethel, West Hartford, Torrington, Haddam, North Haven, Norwich, Vernon and Brooklyn.

DEFINITIONS

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.

The words “University”, “UConn”, “Owner” or other pronouns used in their place shall mean the University of Connecticut and its various locations and affiliates.

The words “Bidder”, “Vendor”, “Contractor” and “Respondent” or other pronouns used in their place shall mean a firm responding to this Request for Proposal.

DIRECTIONS

From the West (heading through or from Hartford): Take Interstate 84 East to Exit 68. From exit, take a right onto Route 195,
7 miles to UConn.

From the East (heading from Boston toward Hartford): Take Interstate 84 West to Exit 68. From exit, take a left onto Route 195, and follow directions above.

From the Southeast Interstate 95 to 395 North. Take Exit 81 West to Route 32 North. Follow Route 32 North to Willimantic. In town, turn right and go over bridge. Continue straight through the light and follow 195 North for 8 miles to campus.

To Parking Garage / Purchasing, Once on North Eagleville Road, proceed straight until the second traffic light. At the second traffic light, turn left onto North Hillside Road. Then take the first left towards the Parking Garage. Walk back the way you came, onto North Hillside Road. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.

PART II
REQUIREMENTS & SPECIFICATIONS

- 2.0** **Scope of Work:** 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 to 9,900 tons. Additionally at Storrs there are various other chiller systems, heating systems, and HVAC systems in use. The 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, reclaim water systems, and all routine services for Reverse Osmosis pretreatment equipment. In addition, the water treatment program will include all chemical products, any required equipment, materials, analysis and professional consulting services to:
- 2.0.1** Improve program safety and reduce program risk / liability.
 - 2.0.2** Reduce fuel and electrical consumption through improved heat transfer efficiency accomplished by minimizing scale, corrosion, fouling, and microbiological growth, which create deposits on heat transfer surfaces.
 - 2.0.3** Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling, or microbiological activity.
 - 2.0.4** Provide professional, knowledgeable and involved sales/service personnel to ensure program success.
 - 2.0.5** Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justifications.
 - 2.0.6** Thoroughly train University personnel on the implementation and control of the program.
 - 2.0.7** Reverse Osmosis Systems Service monthly or as directed.
 - 2.0.8** Steam Attenuation Systems Service monthly or as directed.
 - 2.0.9** Electro-Deionization Systems Service monthly or as directed.
 - 2.0.10** Resin Polisher Systems Service monthly or as directed.
 - 2.0.11** Sand Filter Systems Service monthly or as directed
- 2.1** **Contract Value:** The estimated budget for the initial term for this contract is \$900,000 or less. These figures represent only the University's best estimate and the actual volume will depend solely on the University's needs. This estimate should not be interpreted or construed as a commitment or a promise by the University to expend any specific sum of money for the products and services identified herein.
- 2.2** **Term of Contract:** The University is seeking an initial contract from 1-1- 2015 to 12-31-2017 with the option to renew for three (3) additional one (1) year periods or parts thereof. This option will only be exercised based upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to contractors in writing no later than sixty (60) days prior to the effective date.
- 2.3** **Annual Business Review:** The Contractor will present a yearly review of the treatment program 120 days prior to the end of each contract year. Contractor's staff will meet at these times with the University Contract Coordinator to discuss all treatment programs, their effectiveness, and future objectives.
- 2.4** **Preliminary application lists:** This is not meant to be a complete list it is meant to help define the magnitude of the University's needs. Satellite campus applications and Storrs applications will be added at the University's convenience.
- 2.4.1** **Speciality Water systems:**
 - 2.4.1.1** Reverse Osmosis (RO) Central Utility Plant (CUP)

- 2.4.1.2 Electro-Dionization Central Utility Plant (CUP)
- 2.4.1.3 Steam Attermeration System
- 2.4.1.4 Clean In Place System Central Utility Plant (CUP)

2.4.2 Boiler Systems:

- 2.4.2.1 CUP: Three (3) Heat Recovery Steam Generators (HRSG) at 600 psig
- 2.4.2.1.a CUP: Three (3) Heat Recovery Steam Generators (HRSG at 125 psig,
- 2.4.2.1.b Five (5)-Conventional boilers at 125 psig
- 2.4.2.2 Admissions
- 2.4.2.3. AG Bio Heat
- 2.4.2.4 Bio 4 CB Heat
- 2.4.2.5 Bio 4 Annex 1&2
- 2.4.2.6 Bishop HW
- 2.4.2.7 Brown
- 2.4.2.8 Buckley Closed Loop
- 2.4.2.9 Cap Lab
- 2.4.2.10 Human Child Development
- 2.4.2.11 Dodd Steam Boiler
- 2.4.2.12 Ellsworth #1
- 2.4.2.13 Ellsworth #2
- 2.4.2.14 Ellsworth Close Loop
- 2.4.2.15 Hale #1
- 2.4.2.16 Hale #2
- 2.4.2.17 Hale Closed Loop
- 2.4.2.18 Kennedy UCT
- 2.4.2.19 Longley #1
- 2.4.2.20 Longley #2
- 2.4.2.21 McMann Closed Loop
- 2.4.2.22 Merrit Hall
- 2.4.2.23 MTS Garage (Landscape)
- 2.4.2.24 Norling
- 2.4.2.25 Putnam #1
- 2.4.2.26 Putnam #2
- 2.4.2.27 Putnam Closed system
- 2.4.2.28 SCCP Hot Water
- 2.4.2.29 Shippee
- 2.4.2.30 Speech 1&2
- 2.4.2.31 Surplus
- 2.4.2.32 Thompson Hall
- 2.4.2.33 Towers (Dining)
- 2.4.2.34 Waste Treatment Plant
- 2.4.2.35 Watson Closed Loop
- 2.4.2.36 Northwood #1 – 12

2.4.3 Tower/Condenser Systems:

- 2.4.3.1 CUP: Four (4) 3,000 Ton Cooling Towers
- 2.4.3.1.a Cpgem: Nine (9) 3,000 Ton Cooling Towers
- 2.4.3.2 SCCP: 500 Ton
- 2.4.3.3 Life Sciences: Three (3) 200 Ton, 150 Ton, 50 Ton
- 2.4.3.4 Math Science: 250 Ton
- 2.4.3.5 Physics: 400 Ton
- 2.4.3.6 IMS: 400 Ton
- 2.4.3.7 Hilltop Dorms: 400 Ton
- 2.4.3.8 Biobehavioural Research Tower #4: 280 Ton
- 2.4.3.9 Speech Center: 50 Ton
- 2.4.3.10 Dodd Center: 250 Ton
- 2.4.3.11 Gampel Pavilion: 800 Ton

2.4.4 Closed loop systems:

- 2.4.4.1 CUP
 - 2.4.4.2 SCCP
 - 2.4.4.3 Life Sciences
 - 2.4.4.4 Math Science
 - 2.4.4.5 Physics
 - 2.4.4.6 IMS
 - 2.4.4.7 Hilltop Dorms
 - 2.4.4.8 Biobehavioral Research Tower #4
 - 2.4.4.9 Speech Center
 - 2.4.4.10 Dodd Center
 - 2.4.4.11 Gampel Pavilion
 - 2.4.4.12 Atwater
 - 2.4.4.13 Benton
 - 2.4.4.14 Chemistry, also Process loop
 - 2.4.4.15 CLAS
 - 2.4.4.16 Neag
 - 2.4.4.17 Pathology
 - 2.4.4.18 Pharmacy
 - 2.4.4.19 Wilbur Cross
- 2.4.5 Humidification systems:**
- 2.4.5.1 Chemistry
 - 2.4.5.2 Pharmacy
 - 2.4.5.3 School of business
 - 2.4.5.4 Babbage
 - 2.4.5.5 ITEB
 - 2.4.5.6 Bio-Physics
- 2.4.6 Law School Campus (Hartford)**
- 2.4.6.1 Two (2) Fire tube boilers @ 300 HP, run from Sept to May
 - 2.4.6.2 Two (2) Pulse boilers, 7,500,000 BTUs for humidity control
 - 2.4.6.3 Closed loop heating and cooling in Library and Starr buildings
 - 2.4.6.4 Two (2) 300 ton chillers on one cooling tower system
 - 2.4.6.5 Domestic water testing once every six months for health department records
- 2.4.7 Avery Point Campus (Groton)**
- 2.4.7.1 Three (3) Boilers @ 400 HP
 - 2.4.7.2 Tower / Condenser, 1400 Ton
 - 2.4.7.3 Four (4) Closed loop systems
- 2.4.8 Stamford Campus**
- 2.4.8.1 Two (2) Chillers; 450 Ton and 350 Ton
 - 2.4.8.2 Four (4) Boilers; Two (2) CB, Two (2) other
 - 2.4.8.3 Two (2) Loops
- 2.4.9 West Hartford Campus**
- 2.4.9.1 Two (2) CB Boilers
 - 2.4.9.2 Four (4) Hot water boilers
 - 2.4.9.3 Four (4) Loops
- 2.4.10 Waterbury Campus**
- 2.4.10.1 Two (2) towers, tied together
 - 2.4.10.2 Two (2) chillers
 - 2.4.10.3 Three (3) pumps; Pulsatrol 900 series
 - 2.4.10.4 One (1) hot water loop
 - 2.4.10.5 One (1) chill loop
 - 2.4.10.6 One (1) steam boiler for lab

- 2.5 Non Conformance to Contract Conditions:** Any and all items or services may be tested and/or inspected for compliance with specifications. Items, which are not in conformance with specifications, may be rejected and returned at Contractor's expense. Failure to meet program goals may result in termination of contract.
- 2.6 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 MSD sheets and product bulletins/fact sheets with initial proposal for review. Exact product constituents of the products must be provided to the University Contract Coordinator as needed
- 2.6.1 Food Grade Requirement:** It is our intent that all steam produced to 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.
- 2.6.2 Waste Discharges:** All discharges into the sewerage system from cooling tower bleed-off; boiler blow down, or system draining must meet all standards of the Universities waste treatment plants, the local municipality, the State of Connecticut, and Federal regulations that apply.
- 2.7 Right to Inspect Contractor Facilities:** We reserve the right to inspect the Contractor's facilities at any time with prior notice.
- 2.8 Chemistry Control Program Goals:**
- 2.8.1 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, reclaim water systems, specialty water systems, and closed hot water loop systems.
- 2.8.2 Equipment Availability and Efficiency:** Program safety, efficiency, and performance shall be maximized at all stages. The Reverse Osmosis 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 to minimize water, energy and chemical consumption.
- 2.8.3 Heat Transfer:** The chemical program/consulting services are to produce clean heat transfer surfaces which are substantially free of scale, sludge, deposits, corrosion, pitting, and biological growth.
- 2.8.4 Equipment Inspection:** The Contractor shall provide a written statement of the condition of all equipment made available for inspection. All equipment will be made available for inspection during down times. It is the Contractor's responsibility to be available for the inspection.
- 2.8.5 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 also be completely compatible with the existing chemical treatment program.
- 2.8.6 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 will 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 indicating performance, savings opportunities, and recommended actions to achieve best available results.
- 2.8.7 Feed and Control Equipment:** The Contractor will supply our facility with any chemical feed or control equipment required to assure reliable operation of our boiler system, cooling systems, and waste water systems as outlined under REQUIRED EQUIPMENT in appendices C and D. Costs will be included in these appendices 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.
- 2.8.8 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.

2.8.9 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 defined markup defined in the proposal.

2.8.9.1 Special Studies: Contractor shall conduct corrosion studies in critical systems at least quarterly to ensure program performance. On line corrosion monitoring equipment shall be maintained on systems where warranted. The Contractor shall specify which systems warrant on line monitoring in the proposal. The Contractor should outline other recommended studies and costs in the proposal.

2.9 Proposal Information Requirements: The requirements listed below are considered mandatory to establish the ability of firms to meet our requirements. Please provide sufficient information regarding each of the items below to allow for proper evaluation your firm's qualifications. You may include supporting literature and attachments to the information requested below. *This information will be in your proposal section 12- "Additional company information relating to qualifications" and should be presented in the same order shown to allow for efficient evaluation.* In addition to the requirements below, the evaluation committee may utilize site visits or may request additional materials, information or references from your firm.

2.9.1 Contractor Experience: The Contractor must be primarily engaged in selling water treatment chemicals and services for boiler, cooling, and waste water systems. In order to be considered, your firm must have been in business for a minimum of Twenty (20) years. The depth of your company resources and ability to provide timely response to routine and emergency events will be considered. The company must be focused on the development of new technologies that support sustainable operations of water dependant systems. Please enclose a copy of your firm's annual report or equivalent (include a list of all U.S. and foreign patents relating to water treatment).

2.9.2 Staff Experience: 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 authorization from the University. The Contractor shall list name, educational background, years experience in water treatment industry, and years with the Contractor for each of the proposed staff.

2.9.3 References: The Contractor shall submit a list of at least five (5) customers in the surrounding area, handled by the proposed staff. Be sure to include the customer's name, address, contact name, contact email, and contact phone number. The University will contact and ask specific questions about the representatives. Please ensure your references are aware of your use of them as references. If they do not reply, your score for this portion of the evaluation may be affected. References should have systems similar in complexity and size to those covered by this RFP.

2.9.4 Service Level and Response Time: The Contractor's assigned staff should be able to respond in 2 hours or less during normal working hours. At a minimum, Contractor staff shall visit all sites and provide a service report weekly. Staff must be available for calls on specific problems should they occur. Staff shall be available 24/7, and, under emergency circumstances, must be able to respond within four (4) hours outside regular business hours. Provide an accurate contact method for all assigned staff for compliance with this requirement.

2.9.5 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. At the very least, this plan must contain an outline of the chemical program, all chemical control test procedures, Log Sheets, Product Bulletins, Material Safety Data Sheets, 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. Please provide a detailed summary of how your firm administers and manages a water treatment program. Include a sample Program Administration Plan and its contents.

2.9.6 Chemical Delivery, Storage, and Handling: The University is committed to safe chemical delivery, storage, handling, and disposal at all locations. To reduce risks associated with chemical handling, all product deliveries must be made to the point of feed. Plastic and mild steel drums of any size are not acceptable. Five (5) gallon pails are not acceptable for biocides. To minimize chemical handling by site personnel, all products must be capable of being fed neat (without dilution or contact) by our University staff. Please outline your program to handle the above requirements. Include copies of your firms training

program for chemical delivery personnel as well as photos of storage and handling equipment. Please indicate where similar systems may be observed in operation at facilities similar in complexity and size to those in this proposal. Please consider the following regarding chemical delivery, handling, and storage:

2.9.6.1 Chemical Delivery Requirements:

- 2.9.6.1.1 Chemical MSDS must be on site prior to delivery with a second copy accompanying delivery.
- 2.9.6.1.2 Chemical transport equipment must comply with DOT requirements for transporting hazardous material.
- 2.9.6.1.3 Chemical transport equipment brought on site must be stainless steel on exterior for strength.
- 2.9.6.1.4 No empty, partial, or full chemical transport equipment is to be stored on-site.
- 2.9.6.1.5 Adequate volume of receiving vessel must be determined prior to offloading.
- 2.9.6.1.6 It is the bidders responsibility solely to maintain all chemical inventory and provide a weekly inventory report, accessible remotely indicating on hand inventory, ordered quantities, date of expected delivery, and estimated operational hours remaining based on current inventory, to the university designated contact for any and all chemicals provided.

2.9.6.2 Chemical Handling Requirements:

- 2.9.6.2.1 Assigned staff must be "Hazardous Materials Awareness" certified at a minimum
- 2.9.6.2.2 Assigned staff must be equipped with appropriate personal protective equipment (PPE) at all times when in proximity to chemicals
- 2.9.6.2.3 Assigned staff must be trained and equipped to handle minor chemical spills not requiring emergency response
- 2.9.6.2.4 Assigned staff must be equipped to move chemicals up or down stairs if required.

2.9.6.3 Chemical Storage Requirements:

- 2.9.6.3.1 Chemical containers must be suitable for duration of usage.
- 2.9.6.3.2 Secondary containment volume must be at least 150% of the primary chemical storage container volume.
- 2.9.6.3.3 Containers must have bottom drain delivery to insure positive, flooded suction for chemical pumping and injection and to allow complete emptying of the vessel.
- 2.9.6.3.4 Storage containers must have a clear sight glass with inventory and drawdown capabilities for monitoring and control of the chemical program.

2.10 Training: The Contractor will provide requested training to University staff. This training should include how to perform tests, monitor chemical program results, and how to work safely with chemical products. General training regarding boiler, cooling, and waste water systems chemical requirements are also desirable. Samples of training materials must be included in the proposal. The Contractor may also provide access to an online training program available for individuals. The online program should be capable of providing supervision with update reports indicating progress and status of training programs engaged by University staff. Please provide a summary of any training your firm can provide to our staff.

2.11 Efficiency Monitoring: Since one of the major goals of any water treatment program is improved heat transfer efficiency through clean heat transfer surfaces, the Contractor should have the capability of on-site computer analysis of energy efficiency. Boiler efficiency, overall chiller efficiency, condenser efficiency, and evaporator efficiency tracking must be performed on a regular basis. Please submit a summary of your firm's capability in this area along with sample computer outputs (from at least one of the accounts referenced above) for all applicable computer efficiency studies.

2.12 Analytical Capabilities: 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. The Contractor shall provide all laboratory services.

2.13 Program Development: The Contractor must be capable of developing water treatment methodology suitable for all of our sites individually. Appendix E contains sample water analysis for your firm to develop example 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.

- 2.14 Laboratory Services:** Laboratory services which must be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, ion exchange resin analysis, analex cartridge analysis, fuel oil analysis, and metallurgical analysis. Include a sample analytical report for a corrosion coupon analysis, a deposit analysis, and a microbiological analysis from a local customer (no need to disclose customer name but location should be evident) as evidence of your firm's laboratory capabilities.
- 2.15 Troubleshooting:** Contractor staff must be capable of timely, accurate troubleshooting of system processes and equipment to maximize reliability and availability. Please include Lesson Learned or similar alert notification documentation that is utilized to maintain representative's knowledge current.
- 2.16 Environment, Health, and Safety:** Contractor must provide all Material Safety Data Sheets, complying with all state and federal laws concerning the handling of hazardous materials. The Material Safety Data Sheet will accompany all first time orders. The Contractor will operate an in house 24-hour, 7 day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents. Provide a summary of your Material Safety Data Sheet program; include your emergency phone number and a sample copy of your firm's Material Safety Data Sheet for a biocide you might use at our site. All assigned Contractor staff must be Trained and Certified in all aspects of chemical handling safety associated with water treatment. Provide a summary of how your firm accomplishes this training and certification.
- 2.17 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. Please provide documentation to demonstrate your companies Responsible Care program.
- 2.18 Water Borne Pathogens:** The University is concerned about protecting the health of employees, students, faculty, and guests. Reducing the risk of water born 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 how quickly a positive test for Legionella will be reported). Indicate whether your lab facilities are certified to test for Legionella and whether you are using an out sourced service as primary or secondary verification. Describe your firm's recommended procedure, cost, and capability for cleaning and disinfecting cooling towers. Provide a detailed report demonstrating the typical remediation procedure.
- 2.19 Green Initiative:** The University of Connecticut supports the United States EPA, US Green Buildings Council Energy Star and LEEDS energy reduction programs. Please list your company's affiliation with such groups. Describe your company's policies and programs supporting the Green Initiative.
- 2.20 Microbiological Testing:** The University is very concerned with microbiological control in our cooling systems. Therefore, we require the Contractor to 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 born pathogens. Please submit technical support documentation for the technology.
- 2.21 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, waste water, chiller, and cooling tower systems. Please submit a summary of your firm's capability in these areas along with SPC reports for all products that you will propose for our systems. These SPC reports must be based on a minimum of 25 data points. Supporting literature may be included.
- 2.22 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. Therefore, the Contractor must have the capability of inspecting all systems using the industries best available (e.g. fiber optics) equipment and must be able to provide us with detailed inspection reports (e.g. annotated digital photography). In order to demonstrate compliance with this requirement, please include a sample inspection report.

- 2.23 Transportation Requirements:** The program price must be F.O.B. Destination, freight prepaid. The price quoted will be considered to include all charges for transportation, packaging, pallets, containers, etc., necessary to complete delivery on a F.O.B. destination basis. Indicate your ability to use freight paid invoices. No additional charges will be accepted such as "fuel surcharges".
- 2.24 Equipment and Supplies:** The Contractor must provide all feed, control, monitoring, analytical, testing, and incidental equipment with supplies as required for the water treatment program. Please provide examples of equipment that may be supplied. The Contractor's expertise must be demonstrated in the proposal response.
- 2.25 Service Level and Program Costs:** When completing Appendix A - RO, Appendix B – Boiler, Appendix C – CHP, and Appendix D – Cooling, provide example programs as delineated below:
These Service programs and costs provided in your Form of Proposal, 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 Form of Proposal must be used as the primary structure. Alternate pricing structures may be provided, please label as "alternate".
- 2.25.1 RO System Service Program;** As depicted in Appendix A. Do not forget to include routine recommended service visits and condition reports as you determine necessary. Include membrane analysis as you see fit.
- 2.25.2 RO System Service Costs:** As provided in the Form of Proposal. Include pricing breakdown as needed.
- 2.25.3 Boiler System Service program:** As depicted in Appendix B.
- 2.25.4 Boiler System Service and Chemical costs:** As provided in the Form of Proposal. Include pricing breakdown as needed.
- 2.25.5 CHP System Service Program:** As depicted in Appendix C.
- 2.25.6 CHP System Service and Chemical Costs:** As provided in the Form of Proposal. Include pricing breakdown as needed.
- 2.25.7 Cooling System Service Program:** As depicted in Appendix D.
- 2.25.8 Cooling System Service and Chemical costs:** As provided in the Form of Proposal. Include pricing breakdown as needed.
- 2.25.9 Additional Expenses as Defined:** The contract will allow for the water treatment Contractor to be able to supply the University with any and all needed equipment, services, chemicals, resins, consulting, as needed. It is expected that this will include all testing equipment and chemicals as needed, filtering equipment as needed, and other related sub-contractor services as needed. As such costs for these types of items must be included. Include any other costs that you may feel may be required. Provide pricing for the following on a cost plus percentage basis; Materials/Equipment, Equipment Rentals, and Sub-Contractor Service. All proposed mark-up percentages will remain firm the term of the contract. For major projects the Contractor will provide evidence of procurement competition, insuring best value to the University.
- 2.25.10 Catalog/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.
- 2.25.11 Alternate Price Structures:** If presenting "alternate" pricing, be sure that all advantages, disadvantages, and service levels are CLEARLY defined for each "alternate" pricing structure.
- 2.26 Existing Infrastructure and Programs needs:** The 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:
- 2.26.1** Graphically reporting the chemical dosage in the cooling water systems
- 2.26.2** Capable of compensating for un-metered make-up and/or blow down
- 2.26.3** Capable of controlling chemical levels regardless of the number and/or control of the cycles of concentration
- 2.26.4** Capable of correlating dosage and inventory usage to calculate water losses on the cooling water system
- 2.26.5** Capable of data collection for analysis in SPC formats

2.26.6 Capable of data collection and of sending data via 4-20 ma signal to the DCS for monitoring

2.27 The University is currently operating boilers and towers on reclaimed water. The Waste Water treatment plant's effluent is the Influent for the Storrs CUP. This water will be used for all industrial water uses at the CUP as well as possibly for university irrigation purposes.

2.28 **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 have been suitably trained and licensed.

2.28.1 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).

2.28.2 Copies of the appropriate manuals will be provided to the Contracts by the UConn Contract Coordinator.

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

Appendix 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 that your company 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 campus or off of 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 Appendix E, Section E.2:

A.4 Product Specifications: Provide example RO 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:

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

Caton Bed rental

Anion Bed rental

Total Annual RO System Costs:

Appendix 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 of the 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 Appendix E, Section E.3 as typical feed water analysis.

B.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:

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:

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 of the 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 Appendix E, Section E.4 as typical feed water analysis.

C.5 Product Specifications: Provide example Boilerwater 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.5.5 Chilled Water Loop treatment:

Name / Part Number; _____

Generic Type; _____

Cost Calculations:

C.5.6 Tower Loop treatment:

Name / Part Number; _____

Generic Type; _____

Cost Calculations:

C.5.7 Additional/alternate recommended treatments and services:

C.5.8 Total Annual Central Heating Plant System Costs:

Appendix D

Cooling System Service and Specifications

D.1 Proposal Format: The Cooling System specifications provided will 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. All of the blanks must be completed 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 (3 units)
- Tower water also supplied to steam turbine gland condensers, generator lube oil coolers, and compressor 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 4 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: End result of the water treatment used must comply with the current best industrial practices

D.4 Water Analysis: Use Example water analysis shown in Appendix E, Section E.2 as typical feed water analysis

D.5 Product Specifications: Provide example system chemical program with appropriate chemicals in a format similar to the following. Leave section blank if not applicable, add section for additional. 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 BIOCID:

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:

Appendix 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 (PO ₄) | <0.3 | <0.3 |
| Potassium (K) | 2.8 | 2.8 |
| Silica (SiO ₂) | 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 (CaCO ₃) | 23.0 | 23.0 |
| Magnesium (CaCO ₃) | 9.2 | 9.2 |
| Sodium (CaCO ₃) | 56 | 56 |
| Calculated Hardness (CaCO ₃) | 32 | |

Phosphates

| | | |
|--------------------------------------|------------|------------|
| Phosphate (PO ₄) - Total | <0.2 mg/L | <0.2 mg/L |
| Phosphate (PO ₄) - Ortho | <0.10 mg/L | <0.10 mg/L |

Anions

| | |
|----------------------------|------------|
| Bromide (Br) | <0.20 mg/L |
| Chloride (Cl) | 29 mg/L |
| Nitrate (NO ₃) | 3.9 mg/L |
| Nitrite (NO ₂) | <0.20 mg/L |
| Sulfate (SO ₄) | 20 mg/L |

| | |
|------------------------------------|----------|
| <i>Chloride (CaCO₃)</i> | 40 mg/L |
| <i>Nitrate (CaCO₃)</i> | 3.1 mg/L |
| <i>Sulfate (CaCO₃)</i> | 21 mg/L |

ALK - Alkalinity

| | |
|--------------------------------------|----------|
| Bicarbonate (CaCO ₃) | 31 mg/L |
| Methyl Orange (CaCO ₃) | 31 mg/L |
| Phenolphthalein (CaCO ₃) | <10 mg/L |

Others

| | |
|-----------------------------------|--------------|
| pH | 7.4 pH Units |
| Conductivity | 210 µS/cm |
| Organic Carbon (C) - Total | < 2.0 mg/L |
| Ammonia (NH ₃) | < 0.04 mg/L |
| <i>Ammonia (CaCO₃)</i> | < 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)

| | 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) | 0.02 | 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) | 18.0 | 18.0 |
| Calculated Hardness (CaCO3) | | NR* |

Anions

| | |
|-------------------------|------------|
| Bromide (Br) | <0.20 mg/L |
| Chloride (Cl) | 5.1 mg/L |
| Nitrate (NO3) | 1.3 mg/L |
| Nitrite (NO2) | <0.20 mg/L |
| Sulfate (SO4) | 0.62 mg/L |
| <i>Chloride (CaCO3)</i> | 7.2 mg/L |
| <i>Nitrate (CaCO3)</i> | 1.1 mg/L |
| <i>Sulfate (CaCO3)</i> | 0.64 mg/L |

ALK - Alkalinity

| | |
|-------------------------|----------|
| Bicarbonate (CaCO3) | 13 mg/L |
| Methyl Orange (CaCO3) | <10 mg/L |
| Phenolphthalein (CaCO3) | <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 (PO4) | <3.2 | <3.1 |
| Potassium (K) | 2.8 | 2.9 |
| Silica (SiO2) | 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 |
| Calcium (CaCO3) | <0.3 | <0.2 |
| Magnesium (CaCO3) | <1.7 | <1.6 |
| Sodium (CaCO3) | 46 | 46 |
| Calculated Hardness (CaCO3) | | 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 |
| Chloride (CaCO3) | 27 mg/L |
| Nitrate (CaCO3) | <0.16 mg/L |
| Sulfate (CaCO3) | 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 |
| Ammonia (CaCO3) | 0.26 mg/L |

PART III
RFP TERMS AND CONDITIONS

- 3.0 Attention to Terms and Conditions:** The terms and conditions included must be reviewed carefully to ensure full responsiveness to the bid. The final contract shall be, in form and substance, consistent with applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such Agreements. The failure of any respondent to receive or examine any contract, document, form or addendum shall not relieve it of any obligations with respect to its bid or any executed contract. The submission of a bid shall be conclusive evidence of the bidders understanding of the University's intent to incorporate such terms and conditions into the final contract.
- 3.1 Estimated Timetable:** The following schedule will apply to this bid.
- | | |
|-------------------------------------|-------------------|
| Release of RFP | 9-30-2014 |
| Mandatory Pre-proposal Conference | 10-14-2014 |
| Closing Date for Inquires | 10-17-2014 |
| Bid Due Date | 10-23-2014 2:00pm |
| Bidder Presentations (If necessary) | TBD |
- 3.2 Request for Information Procedure:** All questions must be directed in writing to Procurement Services, Attention Dennis Sienna @ **(860) 486-5051 (fax) or email dennis.sienna@uconn.edu**. Questions received verbally will not be answered. **No questions will be accepted after 2:00 p.m. on Friday, October 17, 2014.** All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued with Procurement Services prior to bid submission.
- 3.2.1 Informal Communications:** From the date of receipt of this RFP by each applicant, until a binding contractual agreement exists with the selected Firm or Firms and all other applicants have been notified or when the University rejects all RFPs, informal communications regarding this procurement shall cease. Informal communications shall include, but are not limited to:
- A. Requests from the applicants to any department(s) at the University, for information, comments, speculation, etc.; and
 - B. Requests from any department at the University, or any employee of the University for information, comments, speculations, etc.
- 3.2.2 Formal Communications:** From the date of receipt of this RFP by each applicant until a binding contractual agreement exists, as noted above, communications between the University and the applicants will be formal.
- 3.2.3** Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the respondent.
- 3.2.4** The University also reserves the right to reject any or all proposals, in whole or in part, to award any item, group of items, or the total proposal, to waive any informality or technical defects, or otherwise proceed under Connecticut General Statutes Sections 10a-109a through 10a-109y in accordance with University procedures and guidelines if it is deemed to be in the best interests of the University.
- 3.2.5** A respondent shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 3.2.6** No interpretations of the meaning of the specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation must be made in writing to the University's Procurement Services Department, and to be given consideration shall be received at the specified date outlined within the invitation to bid and/or adjusted by a bid clarification/addenda.
- 3.2.7** Any and all such interpretations and any supplemental instructions will be in the form of written bid clarification/addenda which, if issued, will be posted on the University's Procurement Service Department's

website; www.purchasing.uconn.edu for all prospective Bidders to access. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted, provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.

3.2.8 Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these Contract Documents.

3.3 **Format:** Bids shall be presented in the exact format listed in section 3.4.2, this will assist in the award process and insure all documents required for bid compliance are included.

3.4 **Bid Submission:** An original and five (5) copies of the bid with electronic CD/Stick must be submitted in a sealed package to:

University of Connecticut
Procurement Services Department
Attention: Dennis Sienna
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Labeled: Bid No. DS091714-1 "Water Treatment Services"

On or before 2:00 p.m. Eastern Standard Time Thursday, October 23, 2014

Any bid received after the specified date and time will not be considered and will be marked "LATE BID" with documentation to that effect

3.4.1 Submission/Opening: All responses shall be date/time stamped upon receipt in the Procurement Services Department. No responsibility will be attached to any person for the premature opening of any package that is not properly identified. At the specified time stated in 3.4, all responses received shall be publicly opened.

3.4.2 Response Format: one original and five (5) complete copies are required along with electronic copy of submission CD/Flash drive. All bids must be submitted bound in 3 ring, loose leaf binders, no alternate binding methods shall be used. The required documents shall be separated by dividers and bound **in the sequence shown below**. Bids that do not substantially conform to this requirement consequently altering the basis for bid comparison, may be disregarded and considered as unresponsive.

- 1- Brief cover letter
- 2- Form of Bid, completely filled out and signed, with all price sheets
- 3- Bidders Qualification Form, completely filled out and signed
- 4- Required Affidavits, Gift, Campaign, Consulting and Non-discrimination
- 5- CHRO, Contract Compliance Forms, completely filled out and signed
- 6- Insurance Certificates, must meet state requirements
- 7- Contractor's License, Connecticut
- 8- Additional company information relating to required qualifications

Failure to supply any of the above mentioned mandatory requirements may cause the University to reject your proposal response as non-compliant.

3.4.3 No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

3.5 **Basis of award:** The University reserves the right to award by item, groups of items, total bid or to make a multiple award. The University further reserves the right to reject any or all bids, waive technicalities and to make awards in a manner deemed in it's best interest.

3.6 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

- 3.6.1** A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) calendar day period following the time and date assigned for the receipt of proposals as specified in paragraph 3.4 above and the respondent so agrees in submitting a proposal. This ninety (90) calendar day period may be extended by mutual agreement between the University and the Bidder.
- 3.6.2** Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 3.4.
- 3.6.3** Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

3.7 Method of Evaluation and Award:

- 3.7.1** Evaluation Committee: A committee of interested parties shall perform the evaluation and recommend the selection for award based on the criteria set forth in this RFP.
- 3.7.2** RFP Evaluations: The contract award will be based upon a comprehensive review and analysis of proposals to determine which best meets the needs of the University. The award will be based on a points-earned matrix derived from this technical and financial evaluation.
- 3.7.3** 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.
- 3.7.4** All compliant responses shall be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the firms' response to the following criteria:

Evaluation Criteria & Points distribution:

Cost: **Maximum Points Available: 10**

Experience: Capability to perform the specified work described herein as demonstrated by proposer's experience,
Maximum Points Available: 30

The contractors capabilities to staff, manage evaluate risk and conduct services.

Maximum Points Available 30

Overall qualifications of the proposing contractor (and any sub-contractors) including Background in this field, the services that it provides and its specific experience in the last 5 years in providing Water Treatment services

Maximum Points Available 30

Total Maximum Points: 100

3.7.5 Bidder's Cost Data: When evaluating Bidder's pricing, the following shall be used:

- 3.7.5.2** Overall costs to the University; including: RO system service costs, boiler system service costs, Central Heating Plant (CHP) system costs, specialty water system costs, cooling system costs, additional expenses (contractor defined), Price List discounts.

3.7.6 Bidder's Qualification Data: When evaluating Bidder's qualifications, the following will be used:

3.7.6.1 Contractor's experience; Provide details.

3.7.6.2 Staff experience; Provide detailed information (name, educational background, licenses, years in water treatment industry, years with contractor, etc.) for each staff person to be assigned. Any staff changes must be approved by the University in advance.

3.7.6.3 Service levels; Provide detailed information, list frequencies of service for various equipment types.

3.7.6.4 Response times; Provide details, acceptable response time is less than 2 hours from time of contact.

3.7.6.5 Program management; Provide detailed summary of how contractor manages water treatment programs. Include copies of procedure and training manuals.

3.7.6.6 Chemical delivery, handling and storage; Contractor must meet all requirements for safe chemical delivery, handling, and storage. Provide copies of procedure and training materials.

3.7.6.7 Efficiency monitoring; Provide details of contractor capabilities in this area, provide sample outputs for completed efficiency studies.

3.7.6.8 Laboratory services; Provide details on laboratory facilities and capabilities. Provide samples of analytical reports for; corrosion coupon analysis, deposit analysis, and microbiological analysis.

3.7.6.9 Troubleshooting capabilities; Provide evidence of successful resolutions to difficult problems.

3.7.6.10 Health and safety; Provide a detailed summary of MSDS programs, emergency response programs, etc., include copies of relevant manuals. Provide documentation that staff has participated in training and that follow-up training is on-going.

3.7.6.11 Water born pathogens, ie: Legionella; Provide details on process used, ie: test capabilities which include use of an outsource lab, lab certification, and time frame for an initial report from the time of the sample is collected.

3.7.6.12 Microbiological controls; Provide details of technology that will be provided.

3.7.6.13 Green initiative; Provide a summary of all "green" programs and any affiliation with Energy Star, LEEDS, or similar programs.

3.7.6.14 The University is currently operating a Grey Water reuse project. The - Waste Water treatment plant's effluent is treated to become the Influent for the Storrs CUP boilers and cooling towers. This water will be used for additional industrial water uses at the CUP as well as possibly for university irrigation purposes. Please include any example of your firm's expertise in this area.

3.7.6.15 Service and maintenance programs offered; Provide detailed program information for each type of equipment.

3.7.6.16 Presentations: As part of its proposal review, the University may request presentations by respondents. The University reserves the right to, but is not obligated to, request that selected Bidders provide a formal presentation of its proposal. No Bidder will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Bidder. Information presented will be used by the committee in finalizing qualification and overall scores.

- 3.7.6.17** Specialty water systems may require online tracking and automated system chemical control, alarming, and supply inventory monitoring from the campus and from remote locations.
- 3.7.6.18** Any chemical treatment modifications will be entirely covered by the bidder from chemical tote to injection into the university systems.
- 3.7.6.19** Contract is intended to be “hands off” for university personnel and the bidder is solely responsible for chemical transfers, purging and neutralizing any connections to the university systems, clearing any connections to the university systems to ensure operation of the chemical systems, and /or any leaks or spills from the tote to the injection point in the university system.
- 3.7.6.20** Any product delivery to the university must be signed off by the university personnel and acceptance may not be assigned, transferred, or sublet in whole or in part.
- 3.7.6.21** Bidder’s Reference Data: When evaluating Bidder’s references, the following shall be used: Each Bidder is required to provide a list with a minimum of five (5) firms or institutions for which it has provided services, similar in size and scope to the University. The University reserves the right, but is not obligated to, contact any provided reference. References should be serviced by staff assigned to the University.

3.8 Contract Document

A draft of the contract has been attached to this RFP. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered.

3.9 Qualifications of Firm:

Bidder shall currently be doing business as professional Water Treatment Service contractor and shall demonstrate to the University of Connecticut that;

- 3.9.1** Prospective firms have demonstrated substantial history of experience in successfully providing the highest quality of Water Treatment Services to entities whose requirements are similar in size and scope to those of the University. Firms have been engaged in business as professional Water Treatment Service contractors, without interruption, for the past Twenty (20) years. (provide evidence)
- 3.9.2** Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 3.9.3** It is the University’s intent to add to this agreement at a later date, the requirement of background checks to all staff assignments to this contract. Such costs associated will be incorporated as an amendment to the contract.
- 3.9.4** 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.
- 3.9.5** Proposals shall include at least five (5) references for clients receiving services similar in size and scope to those of the University

**Part V
Form of Proposal**

University of Connecticut
Procurement Services Department, Unit-6076
3 North Hillside Road
Storrs, CT 06269-6076

The undersigned respondent, in response to your Request for Proposal for the above contract, having examined the bid documents and being familiar with the conditions surrounding the proposed contract, including the availability of labor and supplies, hereby propose to provide items/services in accordance with these documents and submit for your consideration the mark-up and prices as shown on attached Form of Bid.

The following documents must be included in your response:

- ___ Brief Cover Letter
- ___ Form of Bid, completely filled out and signed
- ___ Bidders Qualification Form, completely filled out and signed
- ___ Required Affidavits, Gift, Campaign, Consulting and Non-discrimination
- ___ CHRO, Contract Compliance Forms, completely filled out and signed
- ___ Insurance Certificates, must meet state requirements
- ___ Contractor's License (Connecticut)
- ___ Additional information relating to required qualifications

One original and five (5) complete copies are required along with electronic copy of submission CD/Flash drive.

We hereby acknowledge receipt of the following addenda, which are made a part of the bid documents:

Addendum: 1 Dated _____ 2 Dated _____ 3 Dated _____

Payment Terms shall be 2% 15 days / Net 45 days unless noted here; _____

PRICING: Pricing is to be provided "per system", all inclusive, using the example specifications provided. Attach Appendices A through D to your Form of Proposal.

In submitting this proposal, We acknowledge that the various unit prices bid will control in any contract(s) which may be awarded arising from this proposal.

Total Annual RO System Costs: \$ _____ per system

Total Annual Boiler System Costs: \$ _____ per system

Total Annual Central Heating Plant System Costs: \$ _____ per system

Total Annual Cooling System Costs: \$ _____ per system

Contractors Catalog/PPL Discount

List minus _____ %

Materials and Equipment outside of S/M agreement: Contractors actual cost plus _____ %

Equipment Rentals outside of S/M agreement: Contractors actual cost plus _____ %

Sub-Contractor Service outside of S/M agreement: Contractors actual cost plus _____ %

List all additional contractor costs which may result in the execution of this contract.
(use additional sheets if required)

24/7/365 Emergency Contact information: Name _____ Cell Phone _____

There will be no allowances for charges other than those listed above, ie: travel time, parking, fuel surcharges, shipping, etc.

Submitted by: FIRM: _____

BY: _____

TITLE: _____

DATE: _____

**PART V
BIDDER'S QUALIFICATION STATEMENT**

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

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

Name _____.

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

Years? _____.

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

1. _____ 2. _____ 3. _____

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

Commodity/Service _____ Years? _____

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

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

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

| Name | Years | Years/supervisor | Telephone # | E-mail address |
|-------|-------|------------------|-------------|----------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

5.7 Provide References. Include three (3) institutions (educational if possible), where your organization is currently providing services of the type you are proposing equivalent or larger than UConn in complexity and contract annual spend. Please include name, title, telephone number and accurate Email address of a contact person at each institution.

Reference #1 _____
 Company _____
 Contact _____ Telephone No. _____
 Email _____

Reference #2 _____
 Company _____
 Contact _____ Telephone No. _____
 Email _____

Reference #3 _____

Company

Contact

Telephone No.

Email

Reference #4

Company

Contact

Telephone No.

Email

Reference #5

Company

Contact

Telephone No.

Email

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

Dated at _____ This _____ day of _____ 2014

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____
Provide 800 Telephone and Fax numbers, if available

Signature _____

(Print Name) _____

Title _____

**PART VI
STANDARD TERMS AND CONDITIONS**

- 6.0 Contract Document:** A draft of the contract has been attached to this RFP. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered. The University reserves the right to make multiple awards as a result of this RFP if it is deemed by the University to be in the best interest of the University.
- 6.1 Termination for Cause:** The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) calendar 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 Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) calendar 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) calendar days after receipt of Notice to Cure by Contractor, 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) calendar 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) calendar days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
 - (f) The University may terminate any contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.
- 6.2 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 Contractor ten (10) calendar days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 6.3 Contract Modification:** Any change to the contract must be agreed upon, in writing, by both parties prior to executing any change.
- 6.3.1 Severability:** The parties understand and agree that if a court holds any part, term or provision of this RFP and resulting agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and parties' right and obligations shall be construed and enforced as if the RFP or agreement did not contain the particular invalid provision.
- 6.4 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. Use of Subcontractors must be approved in writing by the University and said Subcontractors shall meet all of the requirements included herein.
- 6.4.1 Acts of Subcontractors:** The Contractor shall be responsible for all acts and performances of any subcontractor or secondary supplier that the bidder may engage for the completion of any contract with the University. The Contractor shall be responsible for payment to all subcontractors or secondary suppliers.
- 6.5 Bid Status and Submission Information:**
- 6.5.1 Bid Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based not solely on the lowest cost, but based on an offer which, in the opinion of the University, best meets the requirements of this bid and is deemed to be in the best interest of the University. Non-acceptance of a bid means that another bid was deemed more advantageous to the University or that all bids were rejected.

- 6.5.2 Effective Period of Bids: Any bids submitted must remain in effect for a minimum period of ninety (90) calendar days after the closing date to allow time for approval and award of the contract.
- 6.5.3 Minor Defects: If the University determines that a particular requirement may be modified or waived and still allow the University to meet the intent of this bid, the requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.
- 6.5.4 Withdrawal or Modification of Bids: A bid shall not be modified, withdrawn or canceled by the bidder for a period of ninety (90) calendar days following the date and time assigned for the receipt of bids. Prior to that time, bid submitted early shall be modified or withdrawn only by written notice to the University. Such written notice shall be delivered in the same manner as the response.
- 6.5.5 Tax Exemptions: The University is exempt from Federal Excise taxes and State and Local Sales and Use Taxes, no payment will be made for any taxes levied on the contractor's employees' wages.

6.6 **Indemnification Requirements:** The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of any Contract resulting from this solicitation..

6.7 **Ethical Considerations:** The University of Connecticut, as a public institution, is bound by legislated and mandated procurement guidelines to protect the public interest. Recent additions to these guidelines require that the majority of contracts in excess of \$50,000.00 be supported by Affidavits regarding; Consulting Agreements, Gifts to State Employees, Agency Certification and Campaign Contributions. In addition contracts in excess of \$500,000.00 must also be supported by an Affidavit regarding Evidence of Receipt of the Summary of State Ethics Guidelines. Information regarding these requirements can be found at the following web site:

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

All attached forms are required and must be filled out, notarized and included with your response.

6.8 **Non-discrimination**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The 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, mental retardation, 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, mental retardation, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes §46a-56; 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, 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56; 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, 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.

- 6.9 Executive Orders:** The Contract is 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 6.10 Whistle Blower 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 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. In addition you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.
- 6.11 Vendor Code of Conduct:** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.
- Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.
- 6.12 Federal, State and Local Licenses, Permits and Taxes:** The successful Contractor will comply with all laws and regulations regarding licenses, permits and taxes. Contractor shall keep fully informed of and shall faithfully observe all laws, national and state and local, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of contractors and subcontractors employees.
- 6.13 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of the University's rights under any resulting contract.
- 6.14 Warranty:** The bidder warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements. Services which do not meet the University's standards will be performed again until standards are met.
- 6.15 Representations:** Each firm, by submitting a bid, represents that it: Has read and completely understands the bid document and is totally familiar with the conditions under which goods and services are to be provided including availability and cost of labor and materials.

6.16 Repairs to Property Damage: Facilities damaged during service by the Contractor, the Contractor's agents or employees, shall be repaired and left in good condition (as found). All repairs shall be accomplished at no cost to the University.

6.17 Insurance: The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:

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

2. Commercial General Liability:

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

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

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

4. Umbrella Liability:

- \$5,000,000 each occurrence following form

5. Professional Services Liability Insurance: If applicable the Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under Section 6.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

All required insurance policies will be issued by an insurance company or companies satisfactory to the University and the Certificate of Insurance will contain a provision that coverages will not be changed, cancelled, 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, agents and employees, as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this Section will be filed with the University prior to the time this Contract is executed on behalf of the University. The certificate for commercial general liability insurance and automobile liability insurance will also designate the University and the State of Connecticut as an additional insured.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

6.18 Advertising: By submitting a bid, the bidder agrees that unless specifically authorized in writing by the University on a case by case basis, that it 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 the contractor's product or services.

- 6.19 Joint Venture:** Bids submitted by firms 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.
- 6.20 Responsibility for Those Performing the Work:** The Contractor shall be responsible for the acts and omissions of all the Contractor’s employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under this contract. The Vendor shall at all times enforce strict discipline and good order among the Contractor’s employees and shall not employ any unfit person or anyone not skilled in the task assigned. The Contractor, 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.
- 6.21 Quotations/Invoices/Acknowledgments/Packing Slips:** Each of these documents must be itemized and show appropriate purchase order number, contract number, hourly rates and materials . Additionally, invoices shall provide adequate detail, labor/supervisor rates, list of subcontractors (if applicable), service performed, parts and materials provided with appropriate mark up . All items shall be broken out with line item detail and all required backup shall be attached. Invoices will be checked against certified payroll and “documentation of service” provided on
- 6.22 Non-Appropriation of Funds:** Notwithstanding any other provision of this bid or any ensuing contract, if funds required 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) calendar days advance written notice documenting this 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) calendar days subsequent to termination under this clause, the University agrees to re-establish a contract with the vendor whose contract was terminated under the same provisions, terms and conditions of the original contract.
- 6.23 Remedies upon Default:** In any case where the bidder has failed to deliver or has delivered nonconforming goods or services, the University shall provide a “Notice to Cure”. If after the notice the bidder 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 bidder.
- 6.23.1** Collection for Default: The attorney general shall be requested to make collection from any defaulting bidder pursuant to the preceding paragraph.
- 6.24 Qualification of Vendors:** Bids will only be considered from bidders with a demonstrated history of experience in successfully providing goods and services to Institutions of higher education or other large customers/contracts whose requirements are similar in size and scope to those of the University. Bidders should include with their response information that will demonstrate their overall ability to perform services as detailed within this document.
- 6.24.1** The bidder shall have the proper experience to provide good and services as listed within the bid. The successful bidder must have provided services of this type for a minimum of **five (5)** years. Bidders should document their compliance to this requirement within their bid.
- 6.24.2** The University will reject the bid of any vendor and void any contract resulting from this solicitation to any bidder who makes any material misrepresentation in their bid.
- 6.25 Use of Premises:** Contractor shall assume responsibility for the protection and safekeeping of their property stored on the site. Contractor shall be strictly limited in access to those portions of the University directly required for the performance of the contract.
- 6.26 Payment Terms:** Terms shall be 2% 15 days Net 45 days; any exception shall be so noted by the vendor on the Form of Bid.
- 6.27 References:** The bidder shall include the minimum of five (5) references, where they have provided similar contracts of this size and scope. These references shall include the Institution/Firm name, contact person responsible for the project, telephone number, and accurate email address. References shall be provided on the Bidders Qualification Form furnished with the bid documents.

- 6.28 Work Hours:** All work shall be performed during normal working hours, except as otherwise directed or approved by the University. Normal working hours is defined to be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- 6.29 Waste Materials:** The contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.
- 6.30 Disputes:** Disputes between the contractor and the University which cannot be resolved at the departmental level shall be referred to the University Purchasing Department for mediation.
- 6.31 Campaign Contribution Restrictions:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A

EXHIBIT A – SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**PART VII
REQUIRED AFFIDAVITS**

7.0 **Required Affidavits:** The attached documents must be completed, signed and notarized to have your response considered compliant.

7.1 Gift, Campaign, Consulting and Non-discrimination affidavits are required in all responses.

MEMORANDUM

TO: All potential contractors

FROM: University of Connecticut Purchasing Department

In the continued quest for open, fair and transparent government and contracting, Governor Rell has issued Executive order 7C which mandates that all State Agencies obtain affidavits regarding the use of Consulting Contracts and giving of Gifts to State Employees/Public Officials by those entities conducting business with the State. This information is required from any supplier providing goods or services to the State with a total value of more than fifty thousand dollars (\$50,000) in a calendar or fiscal year. This directive applies to any new or renewed agreement. Executive Order 7C is shown below with a link to additional information relating to the various forms and when they are required.

Executive Order 7C

This Agreement is subject to Executive Order No. 7B of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Agreement, as part of the consideration hereof, agree that:

(a.) The State Contracting Standards Board (the "Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

- (1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
- (2.) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat § 4-252 shall not be affected by this section.

<http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>

To comply with Governor Rell's directive and facilitate an expeditious response, attached please find affidavits that must be submitted to the University of Connecticut Purchasing Department before a contract and/or purchase order may be entered into. We look forward to receiving your prompt reply.

**PART VIII
CONTRACT LIST**

Provide a complete list of **all** contracts greater than \$250,000.00 in the last five (5) years.
Make additional copies of this page as required.

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

Client _____

Address _____

Contact Name _____

Project Value _____ Type _____

E. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders 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 the bidders Agood faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

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| <p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p> | <p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> |
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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| <p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p> | <p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p> |
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

| | |
|---|--|
| Company Name Street Address City & State Chief Executive | Bidder Federal Employer Identification Number _____ Or Social Security Number _____ |
| Major Business Activity (brief description) | Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__ |
| Bidder Parent Company (If any) | - Bidder is certified as above by State of CT Yes__ No__ |
| Other Locations in Ct. (If any) | - DAS Certification Number _____ |

PART II - Bidder Nondiscrimination Policies and Procedures

| | |
|--|--|
| 1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__ | 7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__ |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__ | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__ |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__ | 9. Does your company have a mandatory retirement age for all employees? Yes__ No__ |
| 4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__ | 10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__ |
| 5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__ | 11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__ |
| 6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct. Yes__ No__ | 12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. <hr/> 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ |

Part III - Bidder Subcontracting Practices

| | |
|---|--|
| 1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) | |
| 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__ | |

PART IV - Bidder Employment Information

Date:

(Page 4)

| JOB CATEGORY | OVERALL TOTALS | WHITE (not of Hispanic origin) | | BLACK (not of Hispanic origin) | | HISPANIC | | ASIAN or PACIFIC ISLANDER | | AMERICAN INDIAN or ALASKAN NATIVE | |
|---|----------------|--------------------------------|--------|--------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Management | | | | | | | | | | | |
| Business & Financial Ops | | | | | | | | | | | |
| Computer Specialists | | | | | | | | | | | |
| Architecture/ Engineering | | | | | | | | | | | |
| Office & Admin Support | | | | | | | | | | | |
| Bldg/ Grounds Cleaning/ Maintenance | | | | | | | | | | | |
| Construction & Extraction | | | | | | | | | | | |
| Installation , Maintenance & Repair | | | | | | | | | | | |
| Material Moving Workers | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | |
| Total One Year Ago | | | | | | | | | | | |
| FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| Trainees | | | | | | | | | | | |

PART V - Bidder Hiring and Recruitment Practices

| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | | | 2. Check (X) any of the below listed requirements that you use as a hiring qualification | | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |
|---|-----|----|------------------------------------|--|-----------------------------------|--|
| SOURCE | YES | NO | % of applicants provided by source | | | |
| State Employment Service | | | | | Work Experience | |
| Private Employment Agencies | | | | | Ability to Speak or Write English | |
| Schools and Colleges | | | | | Written Tests | |
| Newspaper Advertisement | | | | | High School Diploma | |
| Walk Ins | | | | | College Degree | |
| Present Employees | | | | | Union Membership | |
| Labor Organizations | | | | | Personal Recommendation | |
| Minority/Community Organizations | | | | | Height or Weight | |
| Others (please identify) | | | | | Car Ownership | |
| | | | | | Arrest Record | |
| | | | | | Wage Garnishments | |

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

| | | | |
|-------------|---------|--------|-------------|
| (Signature) | (Title) | (Date) | (Telephone) |
|-------------|---------|--------|-------------|

Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): _____

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

Amount paid to Major partners or suppliers in Connecticut: _____



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- | I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- | I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- | I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- | I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
| | | | | |
| | | | | |
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Lawful Campaign Contributions to Candidates for the General Assembly:

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
| | | | | |
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| | | | | |

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.
Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public

My Commission Expires



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

CODE OF CONDUCT FOR UNIVERSITY OF CONNECTICUT VENDORS

The University of Connecticut (“UConn”) has a longstanding commitment to the protection and advancement of socially responsible practices that reflect respect for fundamental human rights and the dignity of all people. UConn strives to promote basic human rights and appropriate labor standards for all people throughout its supply chain. Promoting these values in concrete practice is the central charge of the President’s Committee on Corporate Social Responsibility (<http://csr.uconn.edu/>).

UConn is also committed to building a safe, healthy and sustainable environment through the conservation of natural resources, increasing its use of environmentally responsible products, materials and services (including renewable resources), and preventing pollution and minimizing waste through reduction, reuse and recycling. UConn is proactive about purchasing products that have these environmental attributes or meet recognized environmental standards, when practicable, and buying from entities committed to the support of campus sustainability goals. The University seeks to partner and contract with vendors that demonstrate a similar commitment to these values. Selected vendors may be required to provide a comprehensive summary report of their corporate social and environmental practices.

Principal Expectations

The principal expectations set forth below reflect the minimal standards UConn's vendors are required to meet.

Nondiscrimination. It is expected that vendors will not discriminate in hiring, employment, salary, benefits, advancement, discipline, termination or retirement on the basis of race, color, religion, gender, nationality, ethnicity, alienage, age, disability or marital status, and will comply with all federal nondiscrimination laws and state nondiscrimination laws¹, including Chapter 814c of the Connecticut General Statutes (Human Rights and Opportunities), as applicable, and further will provide equal employment opportunity irrespective of such characteristics, including complying, if applicable, with Federal Executive Order 1124b, and the Rehabilitation Act of 1973.

Freedom of Association and Collective Bargaining. It is expected that vendors will respect their employees’ rights of free association and collective bargaining, including, if applicable, complying with the National Labor Relations Act, and, if applicable, Chapters 561 and 562 of the Connecticut General Statutes (Labor Relations Act, Labor Disputes) and Chapters 67 and 68 of the Connecticut General Statutes (State Personnel Act, Collective Bargaining for State Employees).

Labor Standard Regarding Wages, Hours, Leaves and Child Labor. It is expected that vendors will respect their employees’ rights regarding minimum and prevailing wages, payment of wages, maximum hours and overtime, legally mandated family, child birth and medical leaves, and return to work thereafter, and limitations on child labor, including, if applicable, the

¹ Wherever this code refers to compliance with federal or state laws, that term includes compliance with

[Type text]

any regulations duly promulgated pursuant to such laws.

rights set forth in the Federal Fair Labor Standards Act, the Federal Family and Medical Leave Act, the Federal Davis-Bacon Act and Chapters 557 and 558 of the Connecticut General Statutes (Employment Regulation, Wages).

Health and Safety. It is expected that vendors will provide safe and healthful working and training environments in order to prevent accidents and injury to health, including reproductive health, arising out of or related to or occurring during the course of the work vendors perform or resulting from the operation of vendors' facilities. Accordingly, it is expected that vendors and their subcontractors will perform work pursuant to UConn contracts in compliance with, as applicable, the Federal Occupational Safety and Health Act and Chapter 571 of the Connecticut General Statutes (Occupational Safety and Health Act).

Forced Labor. It is expected that vendors will not use or purchase supplies or materials that are produced using any illegal form of forced labor.

Harassment or Abuse. It is expected that vendors will treat all employees with dignity and respect, and that no employee will be subjected to any physical, sexual, psychological or verbal abuse or harassment. It is further expected that vendors will not use or tolerate the use of any form of corporal punishment.

Environmental Compliance. It is expected that vendors will comply with all applicable federal and state environmental laws and Executive Orders, including but not limited to Titles 22a and 25 of the Connecticut General Statutes (Environmental Protection and Water Resources protection) and Executive Order 14 (concerning safe cleaning products and services). UConn expects vendors will employ environmentally responsible practices in the provision of their products and services.

Preferential Standards

The preferential standards set forth below reflect UConn's core values. UConn will seek to uphold these values by considering them as relevant factors in selecting vendors.

Living Wages. UConn recognizes and affirms that reasonable living wages are vital to ensuring that the essential needs of employees and their families can be met, and that such needs include basic food, shelter, clothing, health care, education and transportation. UConn seeks to do business with vendors that provide living wages so as to meet these basic needs, and further recognizes that compensation may need to be periodically adjusted to ensure maintenance of such living wages. Vendors are encouraged to demonstrate that they pay such living wages.

International Human Rights. For UConn, respect for human rights is a core value. UConn seeks to do business with vendors who do not contribute to or benefit from systemic violations of recognized international human rights and labor standards, as exemplified by the Universal Declaration of Human Rights.

[Type text]

Foreign Law. UConn encourages vendors and vendors' suppliers operating under foreign law to comply with those foreign laws that address the subject matters of this code, provided such foreign laws are consistent with this code. Vendors and their suppliers operating under foreign law are similarly encouraged to comply with the provisions of this code to the extent they can do so without violating the foreign law(s) they operate under.

Environmental Sustainability. UConn will prefer products and services that conserve resources, save energy and use safer chemicals, such as recycled, recyclable, reusable, energy efficient, carbon-neutral, organic, biodegradable or plant-based, in addition to products that are durable and easily repairable, and that meet relevant certification standards above and beyond those required by law. While UConn is not legally bound to comply with Connecticut General Statutes 4a-67a through 4a-67h concerning environmental sustainability standards in purchasing, it will nevertheless consider vendors' ability to meet those standards in rendering its purchasing decisions. Vendors are encouraged to demonstrate their commitment to environmental sustainability.

Compliance Procedures

Anyone who believes a vendor doing business with UConn has not complied or is not complying with this code may report such concerns to UConn's Office of Audit, Compliance and Ethics (OACE) at 1-888-685-2637 or <https://www.compliance-helpline.com>.

OACE has the authority to investigate such matters, and if warranted, recommend remedial action to the UConn administration.

Please review the material listed and per the signature of the authorized Company Official, all Expectations, Standards, and Procedures listed above will be in compliance in regards to this Contract.

Name of Company

Signature of Authorized Company Official

Date

[Type text]