



University of Connecticut
Administration and Operations Services

Purchasing Department

Date: January 31, 2011

To: Prospective Bidders

RE: Addendum #2 Bid #PG121610 Information Technology Project Consultants
For HCM 9.1 Development and Implementation

The following is a change to this RFP and should be considered an integral part of the bid:

**The proposal due date is hereby changed to
Tuesday, February 15 at 2:00 p.m. local time.**

Vendor questions and respective answers are attached, following this page.

Additional information files are located at:

<http://purchasing.uconn.edu/currentbid/currentbid.html>

All other terms, conditions and specifications remain as per original bid.

Please acknowledge receipt of this addendum by email to penny.guerin@uconn.edu

Name

Company

Date

UConn Response to Questions

| # | Reference (RFP Page & Section or Bidders Conference) | Question | Answer |
|---|--|---|---|
| 1 | Bidders Conference - Modules | Please confirm that the RFP addendum that is scheduled to be published in the week of Jan 24th will include the additional PeopleSoft HRMS 9.1 modules that will be included in the implementation. They are: HR, Benefits Administration, Time and Labor, NA Payroll, Absence Management, Candidate Gateway, Talent Acquisition Manager, eCompensation, and Training Administration. | Yes - Benefits is out, eCompenstation TBD |
| 2 | Bidders Conference - Technical Upgrade | Please confirm that the RFP addendum that is scheduled to be published in the week of Jan 24th will include the requirement to send two additional bids and pricing for the Datamart implementation and the Technical upgrade for the existing PeopleSoft HRMS modules. | Yes |
| 3 | Bidders Conference - Technical Upgrade | Please confirm that the two PeopleSoft HRMS 8.9 modules that will be included in the Technical upgrade are Candidate Gateway and Talent Acquisition Manager. | There will be no upgrade |
| 4 | Bidders Conference - Detailed Design | Please confirm that the RFP Addendum that is scheduled to be published in the week of Jan 24th will include the required services for Detailed Design as the starting point for the next phase of the PeopleSoft HRMS 9.1 implementation project, instead of the Development phase. | yes |
| 5 | Bidders Conference - Go Live timeline | Please confirm that the RFP Addendum that is scheduled to be published in the week of Jan 24th will include the desired Go Live date to occur between July 2012 and January 2013, in order to circumvent the Fiscal Year End activities between February to June 2012. | July 2011 - Feb 2012 or July 2012 |
| 6 | Bidders Conference - Finance and Procurement Systems | Please provide the system names of the Financial and Procurement Systems that will be implemented on July 2012, and the vendor who will conduct the implementation, if possible. | KUALI with Rsmart and ePurcurement by SciQuest |
| 7 | Bidders Conference - UConn Resources | Please provide the roles for the dedicated functional SME resources assigned to HR and Payroll, as well as the technical resources. | Functional resources see org chart. Technical resources as follow: Rob Rowland - Team lead, Programmers are Kathy Hernandez, Enrique Miras-Alonso, Sirisha Sanku, Valorie Elwell, Rich Huber, one vacant FTE in process of filling. |

UConn Response to Questions

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| 8 | Bidders Conference - Planning and Design Deliverables | It was mentioned that the Training Plan and Organizational Chart are included in the CD that contains the Planning and Design deliverables. However, the list of files did not include these sets of documents ((a) Training Strategy and Plan, (b) Training Documentation). Please confirm if these documents will be provided as separate sets of documents, together with the RFP addendum. | Included on second CD link |
| 9 | Bidders Conference - Planning and Design Deliverables | It was also mentioned in the conference that all Planning and Design deliverables will be shared to the bidders. Please confirm if the following other documents will be shared with the RFP addendum and after their submission on 01/31/2011: Business Process re-engineering documentation, Application Configuration Workbook, Security Configuration Workbook, Functional specifications for Interfaces, Reporting, and Customizations, Conversion Approach Documents, Data Conversion Plan, Conversion Validation Approach Document, Conversion Validation Scripts, Processes and Reports. | We will share all complete documentation |
| 10 | Bidders Conference - Planning and Design Deliverables | Have the submission of the Fit/Gap design documents been signed off, and baselined into a change control process? | No |
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UConn Response to Questions

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| 11 | Bidders Conference - Attendees | Would the University please make available the list of UConn and vendor attendees from the pre-proposal conference held on January 19th, along with their respective UConn roles and company names (where applicable). | <p>Peter Antoinette, Synch Solutions; Gabrielle Delisi, Smart ERP Solutions; Chuck Rondionone, Data Bank; Megan Sullivan, Higher Technology Solutions; David Wilbour, Advantage Technical Resourcing; Tom Payne, CIBER; Dudora Jacobs, Deloitte Consulting; Paul Wolff, ACS Inc.; Don DiPalma, Advantage Technical Resourcing; Peter Koutroubis, EMS Consulting; Mary Welch, Oracle; Frances O'Neill, Cedar Crestone Inc.; Wanda Burgamy, Dell; Bill Savoia, Advantage Technical Resourcing; Betty Fleurimond, Deloitte; Robert Rowland, Asst Computer Mgr, UConn; Aliza Wilder, Director Human Resources; Renee Boggis, Human Resources;</p> |
| | | | <p>Jennifer Traynor, Human Resources; Ellen Lowe, Payroll; Jennifer Person, Director Payroll; David Gilbertson, Asst VP and CIO; Angie Wisniewski, Asst Computer Manager; Debora Romano-Connors, Director Enterprise Admin Systems; Gilbert Milone, Payroll; Leslie Langworthy, Contract Specialist; Penny Guerin, Assistant Director Purchasing</p> |

UConn Response to Questions

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| 12 | Bidders Conference - Datamart Implementation | Please confirm if the Datamart implementation is a separate track from the PeopleSoft HRMS 9.1 implementation. | It will be based on the bids |
| 13 | Bidders Conference - Datamart Implementation | Please confirm that only the PeopleSoft HRMS information will be included in the Datamart implementation, and please clarify if historical information from the legacy system will be included as well. | if you bid on datamart, assume it will include historic data |
| 14 | Services Required: Page 6 to 7, Section 3.2.5 Environment/Culture Change Management; and page 10, Section 3.2.15 Schedule of Deliverables | <p>The Contractor requirements for the Change Management task listed in the Services Information main section states:</p> <p>(a) Define all project team member roles and responsibilities for this phase of the project</p> <p>(b) Identify the UConn staff's skill deficiencies, if any, and develop the subsequent training plan to correct them if not already addressed.</p> <p>1. Please confirm if the document included in the CD called "Organizational Change Management UConn Preliminary Final 1.1.pdf" is the Change Management Plan or a separate document and that it will be provided as a separate set of documents together with the RFP addendum.</p> <p>2. Please define the scope of "UConn broader community".</p> <p>3. Please define the size of end users that will be impacted by implementing the new business processes.</p> <p>4. Please confirm if the project team members' skills assessment is expected for functional, technical, or both skills types.</p> <p>5. Please confirm if a capability transfer plan is required. If so, please confirm if it's for functional or technical skills.</p> | <p>1. Yes</p> <p>2. UCONN HCM Major Stakeholder</p> <p>3. See UCONN HCM Major Stakeholders.ppt on second CD link</p> <p>4. We currently do not have anyone with this experience.</p> |
| 15 | Services Required: Page 7, Section 3.2.6 Technical Infrastructure; and page 10 to 11, Section 3.2.15 Schedule of Deliverables | Both sections did not have the responsibility for ongoing execution of configuration management tasks defined. For planning purposes, please clarify if the bidder will perform the configuration management processes and master data updates for the production system, after system implementation and other production support activities. | yes |

UConn Response to Questions

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| 16 | <p>Services Required: Page 7, Section 3.2.7 Business Requirements Review and Verification – If applicable; and page 11, Section 3.2.15 Schedule of Deliverables</p> | <p>The deliverables listed in the Services Information main section are listed as:(a) Maintain Business Requirements, (b) Maintain Functional Specifications, (c) Maintain Business Process Flows, (d) Maintain and execute Security Resolution Plan, (e) Maintain and execute Reporting Resolution Plans.</p> <p>However, the Schedule of Deliverables are listed as: Maintenance of the following for the duration of the project: (a) Resolution Plans which include recommendations for Gaps and Bolt Ons, (b) Business Process reengineering documentation, (c) Security Resolution Plans, (d) Reporting Resolution Plans.</p> <p>Please clarify what the prevailing list of deliverables are for the Services required with this RFP.</p> | <p>a and b on page 7 refer to a on page 11. C on page 7 refers to b on page 11. This would be the review, maintain and execute anything more than that will be handled by negotiation and change order.</p> |
| 17 | <p>Services Required: Page 7 to 8, Section 3.2.8 Application Software Configuration – If applicable; and page 11, Section 3.2.15 Schedule of Deliverables</p> | <p>For planning purposes, please clarify if configuration activities will be performed by the same project team who will develop and test the enhancements. This is to allow for tight controls to take place when configurations and enhancements are being applied concurrently.</p> | <p>yes</p> |
| 18 | <p>Services Required: Page 8, Section 3.2.10 Data Cleansing and Conversion; and page 11, Section 3.2.15 Schedule of Deliverables</p> | <p>Some of the tasks listed in the Services Information main section are listed as: (a) Develop and implement the detailed data conversion plan, (b) Implement the validation approach</p> <p>Please clarify if these tasks are the responsibility of the bidder, even if the incumbent has already provided them as part of their deliverables.</p> <p>Some of the deliverables listed in the Services Information main section are listed as: (d) Conversion Validation Scripts, Processes and Reports</p> <p>These deliverables are not listed in the Schedule of Deliverables. Please clarify what the prevailing list of deliverables are for the Services required with this RFP.</p> | <p>bid on review of documents and implementation, anything more than that will be handled by negotiation and change order.</p> |

UConn Response to Questions

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| 19 | <p>Services Required: Page 9, Section 3.2.11 Application Testing; and page 11, Section 3.2.15 Schedule of Deliverables</p> | <p>The main task stated in the Services Information main section is listed as: (a) Test Management Plan – The Contractor shall execute and maintain the testing plan, developed in the planning and design phase...</p> <p>The list of deliverables also stated that the bidder will be responsible for documenting test procedures, building test scripts, and executing test cycles for each of the test phases listed in the RFP. Please confirm if these activities are also for Configuration Testing, Technical testing (eg. disaster recovery, high availability, and backup/recovery); and Security testing.</p> <p>Please confirm if the bidders will be able to get copies of the incumbent's deliverables scheduled to be delivered by 02/2011 when the new project commences: (a) Test Management Plan, (b) Unit Test Procedures, (c) User Test Scenarios and Template Scripts, (d) System Integration Scenarios and Template Test Scripts, (e) User Acceptance Scenarios and Template Test Scripts, (f) Performance and Load Scenarios, (g) Parallel Plan.</p> | <p>Yes for Configuration Testing, TBD for Technical testing (eg. disaster recovery, high availability, and backup/recovery); and Yes for Security testing. *****All documents that are available/completed are provided on the second CD.</p> |
| 20 | <p>Services Required: Page 9, Section 3.2.12 Training; and page 11, Section 3.2.15 Schedule of Deliverables</p> | <p>As stated in the RFP, please confirm if the bidder will provide training to the UConn Project Team only, as needed.</p> | <p>yes</p> |
| 21 | <p>Services Required: Page 10, Section 3.2.13 System Implementation; and page 12, Section 3.2.15 Schedule of Deliverables</p> | <p>The deliverables listed in the Services Information main section are listed as: (a) Develop a plan for the full implementation, (b) Develop a schedule for the full implementation, (c) Develop a cost estimate for the full implementation, (d) Develop detailed cutover plans, (e) Develop production infrastructure plans</p> <p>However, the Schedule of Deliverables are listed as: Maintenance of the following for the duration of the project: (a) Review and modify the plan for the full implementation, (b) Review and modify the schedule for the full implementation, (c) Review and modify the cost estimate for the full implementation, (d) Review and modify the detailed cutover plans, (e) Review and modify the production infrastructure plans.</p> <p>Please clarify what the prevailing list of deliverables are for the Services required with this RFP, and whether the bidder will be “developing” or “reviewing and modifying” these items.</p> | <p>Bidder will be reviewing and modifying these items.</p> |

UConn Response to Questions

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| 22 | Services Required: Page 10, Section 3.2.14 Production System Implementation; and page 12, Section 3.2.15 Schedule of Deliverables | Please clarify that the deliverable for parallel processing, is separate from the parallel testing deliverable from the services required for Application Testing. Are the bidders required to propose a production system implementation approach for running the legacy system in parallel with the new PeopleSoft HRMS 9.1 system, for a specific amount of time after going live? | no |
| 23 | | 1. Does UConn want the pricing rate table in Section 3 and the firm price quote of Section 7 broken out as a separate pricing section in our response? In other words, do you want us to keep both of these components together when we create our pricing section in our response? | Both the pricing table and the firm price quote should be broken out in a separate pricing section in your response; keep both of these components together. |
| 24 | | 2. Please explain the designation of "If applicable" for 3.2.7 and 3.2.8 on page 7. What is UConn expecting from the vendors for these two elements relative to scope and pricing? | only bid on review of documents, anything more than that will be handled by negotiation and change order. |
| 25 | | 3. Please provide a complete list of modules that are in-scope for this project. Please also include the self-service modules that are in-scope. | see question 1 for modules - Self Service is TBA, you can include it in your bid and price by module |
| 26 | | 4. It appears that the documentation provided by CD was created by Oracle Consulting. What role is Oracle Consulting playing on the current phase of the project? What role is Advantage playing on the project? | Advantage is the vendor, Oracle is subcontracted by Advantage for the planning and design phase |
| 27 | | 5. Please provide us with a list of the names and titles of the UConn attendees to the Bidders' Conference. | See answer to #11. |
| 28 | | RFP PG121610 only mentions the current HCM project, while the prior procurement was for a multi-year PeopleSoft support project, which included and allowed for 3 qualified vendors. Will this RFP also be focused on 3 qualified vendors? | No |
| 29 | | Is RFP PG121610 a multi-year qualification RFP and is it silent on other PeopleSoft and/or IT services needs? | Multi-year in terms of this implementation. Other PeopleSopft or Other IT services will be a new RFP. |

UConn Response to Questions

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| 30 | | Is UConn intending to approve more than one vendor to provide services for RFP PG121610 and is this for multi-year support? | 1 vendor for the duration of this project and production support for a period after. |
| 31 | | How is it that this "replaces" the prior award? Is this only for HCM and only for the current project period? | For the HCM implementation project only and post go-live. |
| 32 | page 3, Scope of Project | As indicated, the University of Connecticut is currently in the "Planning & Design" Phase of the project. During this phase a number of decisions are made regarding scope, timeline and development estimates. Does UConn expect a transition phase or period of review to allow the selected vendor to validate the materials that have been developed? Materials include but not limited to the Project Management Plan, Project Plan, Fit/Gap estimates, Training Plan and Change Management Plan. | yes |
| 33 | page 3, Scope of Project | Please specify the modules to which UConn owns the software license. | On second CD link |
| 34 | page 3, Scope of Project | Are any other modules in scope other than Human Resources, Payroll, Base Benefits, Time & Labor and Reporting? With respect to Reporting is UConn expecting the implementation of EPM? | see question 1 for modules - EPM will depend on bidding proposals |
| 35 | page 3, Scope of Project | When does UConn expect the Design phase to be completed? | March, 2011 |
| 36 | page 7, Business Requirements Review and Verification | In addition to the list of deliverables described in section 3.2.7.1, please confirm that Conversion and Interface Resolution plans will be available. | Yes |
| 37 | page 7, Application Software Configuration | Please confirm that Configuration documents and Workbooks will be finalized and approved during the Planning and Design phases, prior to commencing the software configuration to be performed during the Build phase. | Yes |
| 38 | page 9, Training | Will PeopleSoft HCM v9.1 training be completed for the project team prior to the start of the Build phase? | Yes as much as possible |
| 39 | page 14, Administrative Considerations | Under Section 3.2.17 Administrative Considerations, it states that Database and Batch Server for the Technical Infrastructure as IBM "P" Series, AIX, Oracle 9i, Peoplesoft v8.9 (planned). We would like to clarify that UConn meant to say PeopleSoft v9.1 (planned). | Yes |
| 40 | page 17, subsection 4.6 | Estimated Timetable, will UConn allow 1 one week extension for submitting the response because of the rescheduling of the Mandatory Pre-proposal Conference? | Yes |
| 41 | | Start Date Clarification: On page 3, there is a reference to the anticipated start date of March 1. On page 17, the anticipated award date is also listed as March 1. Section 4.3, also on page 17, outlines that the contract commencement date would be negotiated for as soon after the contract has been awarded. Does the university have any expectations regarding how soon after the award that the work would start? | As soon as contract is approved and signed |

UConn Response to Questions

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| 42 | <p>Definition of Acceptance: In the definitions section on page 4, acceptance is defined as the date on which the software is installed on location, has been shown to work per the specifications, and vendor has guaranteed that the software components are at the latest versions for all components. Does this mean that all PS modules need to be on the current version of the software when it is moved into production, i.e. including the latest patch release?</p> | Yes |
| 43 | <p>Formal Knowledge Transfer: Section 3.2.2 on page 5 states that the "Contractor's Project Manager will ensure that formal and informal knowledge transfer occurs throughout the project..." Could the university provide further definition of the formal knowledge transfer. Is this a reference to training?</p> | Please propose your recommended approach to knowledge transfer. |
| 44 | <p>Project Management Deliverables: Does the university have a preference or requirement about the presentation of the project management documents listed in section 3.2.4, i.e. would it be acceptable to group the Project Management Plan (a), the Issues Management Plan (c), the Project Change Control and Governance Plan (d) into a single document?</p> | Separate documents |
| 45 | <p>UConn Staff Participation in Testing: In section 3.2.9 on page 8, it states that the contractor is responsible for all elements of New Development - would it be appropriate for the contractor to assume a certain level of participation by UConn staff in testing the developed customization?</p> | yes |
| 46 | <p>Administrative Considerations Clarification: In section 3.2.17.1 on page 14, it states that "The Contractor shall have processes and procedures in place to ensure that the project is effectively supported and aligns with UConn's business objectives." Is this a reference to elements of other standards and procedural documents, e.g. the Project Oversight Plan, Quality Plan, or is it something unique? If unique, please elaborate.</p> | Yes - not unique |
| 47 | <p>Resumes Clarification: In section 4.1 on page 16, it states that the university requires the contractor to "identify and submit resumes and references for each consultant on the team." Is this a requirement for the proposal phase or after award?</p> | proposal phases |
| 48 | <p>Support Plan Claification: In section 4.1 on page 16, it states that the university is "requesting that each Vendor provide a Plan to support its proposal." Please elaborate. Is this a reference to the other plan documents, e.g. Project Management Plan, Project Schedule, etc.?</p> | No |

UConn Response to Questions

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| 49 | | Format Clarification: In section 4.8.2 on page 17, the RFP makes reference to using a format that can easily be incorporated into a contract. Does the university have a preferred format? | The University's agreement template is included at the end of the RFP document. The key components are term, price, services to be provided, contractor responsibilities and deliverables and University responsibilities. |
| 50 | | Severability: Not sure if we want to bring this up, but just after section 3.2.17.3 on page 14, it reads, "For each for the above categories for which the contractor wants to be considered..." whereas on page 18 it reads, "Failure to respond to all points may be grounds for rejection." Also on page 19, section 4.11, it states that "Each Vendor must respond to, and be capable of supplying all services and equipment outlined in the RFP specification." Are respondents permitted to response to a limited number of project roles? | We would want responses to cover all project roles since our ultimate goal is to have 1 vendor for this contract. |
| 51 | | Response Submission Form: In Part XIII on page 44, it reads, "All bids must be submitted on and accordance with this form." In other parts of the RFP document, when a reference is made a document that must be used, it is either included or embedded as a link in the document, but in this case we could not see either. Please clarify as to which form must be used. | There is no form associated with page 44. Ignore this sentence. |
| 52 | 17-19 | 1. Please confirm that all sections, including PARTS I and II, should have a point-by-point acknowledgement. | All sections including Parts I and II should have a point-by-point acknowledgement. |
| 53 | 29 | 2. Is it acceptable to place audited financial information in an Appendix? | It is acceptable to place audited financial information in an Appendix. |
| 54 | 32 | 3. Is the Certified resolution signature due with the bid or ON or AFTER as stated on page 32? | The certified resolution is due with the bid. |
| 55 | 33 | 4. Will a reference to the detailed plan meet the point-by-point listed in 6.1? | A reference to a detailed plan will meet the point-by-point for 6.1 as long as you are submitting the detailed plan as required. |
| 56 | 33 | 5. As there is no software licenses required with this bid, is an acknowledgement stating that we understand the one campus view acceptable? | Yes. |

UConn Response to Questions

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| 57 | 33 | 6. Are you asking that vendors include post go-live support as part of the proposal? There is mention of detailed Support and Maintenance. | Yes |
| 58 | At Conference | 7. Please confirm – 3 Ring Binder, Tabbed with 3 Hole punch is the appropriate form of submittal. | 3 Ring Binder, Tabbed with 3 Hole punch is the appropriate form of submittal. |
| 59 | At Conference | 8. Please confirm that all pricing may be including in Part VII, Pricing. | All pricing, including rate charts, may be included in Part VII, Pricing. |
| 60 | At Conference | 9. Please confirm that vendor should only consider one development effort of interfaces between Financials and HCMS; either to Kuali or to FRS. | Both |
| 61 | At Conference | 10. Please confirm that the “quiet period” for implementation is between end of February and June 30 of the fiscal year. | see question # 5 |
| 62 | At Conference | 11. Please confirm that proposals should include a period of review for “If applicable” items found on page 7 of the RFP and that those items will be developed by current provider. | yes |
| 63 | At Conference | 12. Please confirm that UConn would like vendor to recommend a test tool and that the test tool purchase is the responsibility of UConn. | yes |
| 64 | At Conference | 13. Please confirm that the Project Plan submitted by the vendor may not be the final project plan and that the actual project plan will be negotiated as part of the final commit with UConn and selected vendor. | yes |
| 65 | | 14. Please confirm that the Project Plan to be used for delivery will not be available until after February 24, after bids and pricing are submitted. | yes |
| 66 | At Conference | 15. Please confirm revised due date of February 9, 2011 at 2 p.m. EST. | Revised due date for proposals is on or before Tuesday, February 15, 2011 at 2:00 p.m. local time. |
| 67 | At Conference | 16. Please confirm that the desired go-live is Q1 and/or Q2 of FY2012. | see question # 5 |
| 68 | At Conference | 17. Please confirm that vendor may submit language for liability limitations and that the consideration will be determined at contract negotiation for whether this language is acceptable. Note: At conference it was stated that in the past – Attorney General has agreed that University can be responsible for actions of university personnel, vendor for that of them and their contractors. | The University will consider alternate language for liability limitations. Such alternate language is subject to approval by the Attorney General's Office. |
| 69 | | 18. Would it be possible to get a copy of acceptable language for liability accepted in prior contract negotiations? | There is no sample language available at this time. |

UConn Response to Questions

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| 70 | 5 | 19. As it relates to “consultants” in the number of employees, are these specific to ERP or Services in general? | specific to erp and / or support |
| 71 | At Conference | 20. Please confirm that MS Project format of Project Plan is acceptable format and that 3.2.15 may reflect roll-up dates as estimated due date from the accompanying project plan. | yes |



University of Connecticut
Administration and Operations Services

Purchasing Department

Date: January 10, 2011

To: Prospective Bidders

RE: Addendum #1 Bid #PG121610 Information Technology Project Consultants
For HCM 9.1 Development and Implementation

The following is a change to this RFP and should be considered an integral part of the bid:

**Due to the impending winter storm, the mandatory
pre-proposal meeting scheduled for
Wednesday, January 12, 2011 at 10:00 a.m.**

**is hereby re-scheduled for
Wednesday, January 19, 2011 at 10:00 a.m.
in the Purchasing Department.**

Directions to Purchasing can be found at:

<http://www.purchasing.uconn.edu/staff/images/Directions%20to%20Purchasing.pdf>

**REVISED BID OPENING DATE AND RFP TIMETABLE WILL BE ANNOUNCED
AT THE PRE-PROPOSAL MEETING**

All other terms, conditions and specifications remain as per original bid.

Please acknowledge receipt of this addendum by email to penny.guerin@uconn.edu

Name

Company

Date



The University of Connecticut

REQUEST FOR PROPOSAL

RFP Number: PG121610

**Information Technology Project Consultants
For HCM 9.1 Development and Implementation**

Proposal Release Date

December 16, 2010

Proposal Due Date:

February 2, 2011

**Issued By: Penny Guerin
Assistant Director, Purchasing
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PART I OVERVIEW
UNIVERSITY OF CONNECTICUT

The University Of Connecticut is soliciting proposals from experienced and qualified Vendors to partner with the School by providing consulting services that meet the characteristics and technical specifications outlined herein to assist with various aspects of developing, implementing and supporting the following PeopleSoft System: PeopleSoft Human Resources Management System (HRMS), version 9.1 and ensuing releases. The successful firm will demonstrate expertise in providing consulting services for a major public research university with an academic health center and within private industry, thereby bringing knowledge of best practices to the engagement.

SCOPE OF THE PROJECT

The University of Connecticut desires to enter into a contract with a qualified vendor to provide consulting services that will assist with various aspects of developing, implementing and supporting the following PeopleSoft System: PeopleSoft Human Resources Management System (HRMS), version 9.1 and ensuing releases.

The anticipated start date is on or about March 1, 2011, and addresses professional services only.

Peoplesoft Human Resources Management System (HRMS) Build, Deploy and Maintain Phases

The University of Connecticut is currently in the ‘planning and design phase’ of the PeopleSoft HRMS v9.1 Human Resources, Payroll, Benefits, Time & Labor and Reporting implementation. The system will be functional for the Storrs campus and the five regional campuses.

The RFP start date will coincide with the start date of the ‘build’ phase of the HRMS implementation. Delivered functionality will be leveraged, as much as possible.

As detailed in this RFP, UConn expects the following from the chosen contractor:

- Provide information technology services in accordance with the Project Management Plan deliverables, documents and the detailed project plan.
- Provide functional and technical assistance in the areas of analysis, documentation, coding, testing, training, deployment, upgrading and maintenance of applicable modules.
- Staff Augmentation Services, as necessary. Staffing will be a mix of consultants and UConn staff encouraging knowledge transfer and allowing UConn to become self-sufficient in the operation and maintenance of this key enterprise system.
- Training Services. Delivery of Training sessions as necessary. Assist in developing training sessions for the broader UConn community.
- Understand and ensure compliance with federal and state requirements and mandates, with the help of UConn.
- The consulting contingent will be engaged on the “front line” in order to facilitate and expedite the work to be done. All projects will be led by a services manager within University Information Technology Services with oversight by administrative and executive committees and broad involvement by the administrative user community.

Vendors must provide a firm price and schedule estimate, including but not limited to, a commitment to meet cost, schedule, and quality metrics which must be outlined in their response to this RFP. It is essential that the deliverables be completed on schedule and on budget. Using the evaluation criteria found in 5.15.1, the University will score proposals and make an award to the Vendor that meets all criteria and provides a specific cost and schedule. It is understood that based on the outcome of the Fit Gap sessions currently taking place, there may be a need for change orders to include any additional cost as a result of the Fit Gap outcome.

The University of Connecticut plans to award a contract from this RFP for an anticipated term of twelve (12) to twenty-four months from date of award. Thereafter, the agreement will be renewed on an annual basis, by written amendment to the original agreement, executed by both parties.

Bidders must respond to the information in Part III in order to be considered for this contract.

The basic functional needs are found Part III of this RFP

DEFINITIONS

University of Connecticut, University, School and UConn refer to the University of Connecticut.

Acceptance is defined as the date on which the software is installed on location, has been shown to work per the specifications herein, and vendor has guaranteed that the software components are at the latest versions for all components.

"Bidder", "Proposer", "Supplier", "Contractor", "Respondent" and "Vendor" refer to a Company responding to this Request for Proposal.

Response time is defined as the period of time between the problem(s) being reported to the Vendor, and when the Technician arrives on-site.

Repair time is defined as the period of time between the problem(s) being reported to the Vendor, and when the software is operating properly.

PART II DEMOGRAPHICS

UConn is a public research university and academic health center with 8 campuses enrolling approximately 29,000 students in Fall 2009. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Greater Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and the Academic Health Center, including a 200-bed in-patient facility, in Farmington.

For detailed information about the University of Connecticut, please refer to the Web site at:

<http://www.uconn.edu/about/>

**PART III
SPECIFICATIONS**

3.0 PROPOSAL/RESPONSE CONTENT**3.1 Minimum Responses**

Submission requirements for proposals are found in Part 4.8 of this RFP. Each proposal shall include, at a minimum, the following information;

- A. Provide a brief profile of the company, its history, and mission statement including the company's primary areas of expertise and focus.
- B. Provide three to five profiles of consulting engagements for similar projects and clients specifying company role, project strategy and configuration, project duration, project staffing, system platform(s) and results achieved.
- C. What is the total number of client organizations you provided services to in the last two years?
- D. Please attach a list of current client references as instructed in Part VIII, including the name and telephone number of a contact person from within the organization responsible for oversight of consultants and the implementation of software solutions and product integration. Specifically indicate any universities that are currently utilizing your consulting services.
- E. How many consultants do you currently employ through:
 - Salaried W-2
 - Hourly W-2
 - Subcontractors
 - Independents (1099)
- F. How many consulting candidates are represented in your database?
- G. Describe alternative staffing models your company currently employs.
- H. Approach, techniques, tools and methodologies for managing the implementation, including but not limited to, configuration control, change management, quality assurance and control.

3.2. Services Information

The following is a list of categories for which consulting services are sought. Please review these categories and provide a response with your available service(s)/position(s) for each one for which you would like to be considered. Please note any qualifications or limitations.

The categories may include any one or a combination of roles including lead roles in the development and/or implementation of respective module(s). Depending on the phase of the project, different combinations of the listed skills may be required.

Project Management

3.2.1 The Contractor's Project Manager will manage the project to effectively ensure that the schedule is adhered to throughout the life of the project. This task includes but is not limited to: project oversight, status reporting, project communications, schedule management, resource planning for all project team members, contract management, issue, problem and risk management, and all other tasks that the Contractor considers essential to effective project management. The Contractor's Project Manager will report to UConn's management, senior management, and/or executive sponsors regarding all scope changes, resource implications, project risks and significant deviations from the plan.

3.2.2 The Contractor's Project Manager will ensure that formal and informal knowledge transfer occurs throughout the project to UConn functional and technical staff working on the project. The knowledge transfer documentation must encompass design, process flows, exception processing, configuration, troubleshooting, systems administration, configuration management, data management, security administration, database administration, and the development and

maintenance of system interfaces. UConn expects that formal knowledge transfer will take place during training sessions for each module/deliverable.

3.2.3 UConn functional and technical staff will be allocated to the project as specified in the approved project plan and as a matrixed or assigned project resource will take project and task direction directly from Contractor's Project Manager for the life of the project.

3.2.4 **Contractor's Project Management Deliverables**

(a) **Project Management Plan (PMP)**

The Contractor shall develop and/or maintain the written Project Management Plan that is ensuring that it will be used by the project team in accordance with the project scope. The Project Management Plan will be maintained and will include details on cost and resource tracking, schedule management, project status communications and deliverables management.

(b) **Detailed Project Schedule**

The Contractor's Project Manager shall maintain and execute the plan and schedule in Microsoft Project. Based on UConn's implementation partner's schedules, the final implementation can only be performed at very particular points throughout the year.

(c) **Issues Management Plan**

The Contractor's Project Manager shall develop and/or effectively maintain an Issues Management Plan that details how problems and issues will be managed and resolved. The plan shall describe how issues will be documented and tracked to resolution.

(d) **Project Change Control and Governance Plan**

The Contractor's Project Manager shall effectively maintain a Project Change Control Plan created in the planning and design phase that details how Project Change Control practices will be applied to the project.

(e) **Risk Management Plan**

The Contractor's Project Manager shall develop and/or effectively maintain a Risk Management Plan/Process that details how Risk Management practices will be applied to the project. The plan shall describe how the Contractor will identify the early signs of risk, assess the impact, brief the relevant parties, and implement mitigation measures.

(f) **Bi-Weekly Status Reports**

The Contractor's Project Manager shall submit a written Bi-Weekly Status Report on an agreed to schedule to UConn's Contracting officer. The Contractor will propose to UConn a format for these reports and UConn will provide format and content suggestions, as needed, to maintain their acceptability. At a minimum, the report, which should not exceed three pages, should describe the past week's activities, planned activities for the coming week, outstanding risks and outstanding issues. The Contractor shall propose a report template to UConn for approval prior to submitting the first status report or use what is already in place.

(g) **Project Oversight Plan**

The Contractor's Project Manager shall submit and/or maintain a written Oversight Plan that establishes a structure to execute program management and administration.

(h) **Quality Assurance (QA)/Audit Plan**

The Contractor's Project Manager shall submit and/or effectively employ a written QA/Audit Plan which provides a single point of reference regarding quality, as well as, how it will be defined and monitored for the lifetime of the project.

(i) **Meeting Agenda, Minutes and Recaps**

The Contractor's Project manager shall ensure that all meetings have details including an agenda, location, time, participants, objectives, results, and deliverables. The results should be entered into the appropriate project materials, issues logs, or work plans.

3.2.5 **Environment/Culture Change Management**

3.2.5.1 UConn has been using aging legacy HR, Payroll and Time Tracking systems that were customized to meet its needs. The new system will require changes to the functional and

technical staff's approach to their work. The Contractor shall develop and/or modify, communicate, execute and administer the project's Change Management Plan. The following are Contractor requirements for the Change Management task:

- (a) Define all project team member roles and responsibilities for this phase of the project
- (b) Identify the UConn staff's skill deficiencies, if any, and develop the subsequent training plan to correct them if not already addressed.

3.2.5.2 Change Management Deliverables

- (a) Execute Change Management Plan which will address how changes to existing business processes used by the broader University community, will be communicated and managed.

3.2.6 **Technical Infrastructure**

3.2.6.1 UConn shall be responsible for designing a technical infrastructure that is capable of accessing, implementing and operating the proposed PeopleSoft software system. UConn shall use existing UITS standards and technical infrastructure components where feasible, unless such standards and technical infrastructure jeopardize the optimum performance of the PeopleSoft solution. UConn will procure any additional required hardware based on the approved infrastructure design.

UConn will set up the all Oracle environments (i.e. development, test, production, etc.) and install the PeopleSoft modules.

UConn will review, apply and test new PeopleSoft releases and patches to the PeopleSoft application and Oracle databases as they become available.

The Contractor will have appropriate access to UConn staff and may complete a review of the Technical Infrastructure, if needed.

- (a) Review the design of the technical architecture
- (b) Review processor, network and database capacity requirements

3.2.6.2 Technical Infrastructure Deliverables

- (a) Review Infrastructure Design Document (prepared by UConn and reviewed by Contractor)
- (b) Provide infrastructure recommendations, if needed
- (c) Provided assistance in implementing the infrastructure, if needed

3.2.7 **Business Requirements Review and Verification – If applicable**

3.2.7.1 Review Requirements Gathering and Verification Deliverables

- (a) Maintain Business Requirements
- (b) Maintain Functional Specifications
- (c) Maintain Business Process Flows
- (d) Maintain and execute Security Resolution Plans
- (e) Maintain and execute Reporting Resolution Plans

3.2.8 **Application Software Configuration – If applicable**

3.2.8.1 The Contractor will work with the UConn Project Team to implement all configurable items documented in the planning and design phase which include but not limited to, the base system functionality and security profiles and roles if needed. Configuration tasks include, but are not necessarily limited to:

- (a) Coordinate, facilitate, and implement configuration design.
- (b) Coordinate, facilitate, and implement security design.

3.2.8.2 Application Software Configuration Deliverables

- (a) Implement software configuration, if needed
- (b) Implemented Security configuration, if needed

3.2.9 **New Development**

3.2.9.1 The Contractor, while working with the project team, is responsible for developing, coordinating, documenting, implementing and testing for all new development and ensuring it meets UConn's business and technical requirements. New development may include interfaces, custom reports, and customizations. New Development Deliverables are:

3.2.9.2 Interface related tasks that the Contractor shall perform include, but are not necessarily limited to:

- (a) Develop/update interface technical specifications
- (b) Conduct interface technical specification reviews
- (c) Develop / Code interfaces to meet technical specifications
- (d) Execute interface test plans and document test results
- (e) Acquire signoff

3.2.9.3 Reporting related tasks that the Contractor shall perform include, but are not necessarily limited to:

- (a) Develop/update reporting technical specifications
- (b) Conduct reporting technical specification reviews
- (c) Develop / Code reports to meet technical specifications
- (d) Execute reporting test plans and document test results
- (e) Develop/update a report distribution plan for new reports
- (f) Acquire signoff

3.2.9.4 Customization related tasks (based on the Resolution Plan) that the Contractor shall perform include, but are not necessarily limited to:

- (a) Develop/update technical specifications for customizations
- (b) Conduct technical specification reviews for customizations
- (c) Develop / Code customizations to meet technical specifications
- (d) Execute test plans and document test results for customizations
- (e) Acquire signoff

3.2.10 **Data Cleansing and Conversion**

3.2.10.1 The Contractor shall work with UConn team members to perform data cleansing and validate results.

3.2.10.2 The Contractor shall complete the following tasks:

- (a) Develop and implement the detailed data conversion plan
- (b) Implement the validation approach
- (c) Develop Technical specifications for data conversion programs
- (d) Code data conversion programs or scripts
- (e) Develop and confirm validation scripts, processes and reports with the UConn Project Team.
 - i. Unit and System test programs, document test results against expected test results
 - ii. Document test discrepancies
 - iii. Maintain test log
 - iv. Acquire signoff

3.2.10.3 The Contractor will produce the following deliverables:

- (a) Technical specifications document
- (b) Conversion Programs and scripts
- (c) Test plan and test report
- (d) Conversion Validation Scripts, Processes and Reports

3.2.11 **Application Testing**

3.2.11.1 The Contractor shall facilitate, coordinate, and document testing for each testing phase, along with the UConn Project Team and key business partners. Testing deliverables and tasks, will include, but are not necessarily limited to, delivered and custom application functionality, delivered and custom processes, delivered and custom interfaces, and delivered and custom reports.

3.2.11.2 Testing Deliverables

- (a) Test Management Plan – The Contractor shall execute and maintain the testing plan, developed in the planning and design phase, that addresses all of the testing activities in detail including, but are not necessarily limited to:
 - i. unit testing
 - ii. user testing
 - iii. systems integrated testing
 - iv. user acceptance testing
 - v. load/performance testing
 - vi. parallel testing
 - vii. creation & maintenance of discrepancy logs
- (b) Unit Test Procedures and scripts – the Contractor and the Technical Project Team shall implement unit and/or maintain test procedures and scripts to fully test the logic as outlined in the functional and technical specification. Unit test procedures must cover both normal and exception processing. This includes, but is not limited to, customizations, interfaces, bolt-on processes and delivered functionality.
- (c) User Test Scenarios and Scripts – the Contractor and the Functional Project Team shall implement and/or maintain user test scripts for each scenario to fully test the logic as outlined in the functional specification. User test scripts must cover both normal and exception processing. This includes, but is not limited, to customizations, interfaces, bolt-on processes and delivered functionality.
- (d) Systems Integration Scenarios and Test Scripts – The Contractor and the Functional Project Team shall implement and/or maintain system integration test scripts for each scenario to ensure that all system processing is accurate and that all system outputs are valid. This includes, but is not limited to, customizations, interfaces, bolt-on processes, delivered functionality and usability.
- (e) User Acceptance Scenarios and Test Scripts – The Contractor and the Functional Project Team shall implement and/or maintain acceptance test scripts for each scenario to ensure that the application works in conjunction with all partnering systems. Included are the following items, but are not limited to, customizations, interfaces, bolt-on processes and delivered functionality, usability for the complete business process.
- (f) Performance/Load Test Scenarios and Scripts - The Contractor and the Project Team will implement and/or maintain load/performance test scripts for high volume scenarios.
- (g) Parallel Testing - The Contractor and the Project Team will implement and/or maintain the plan for full population testing between the legacy and HCM systems.
- (h) Discrepancy Log - The Contractor and the Project Team will develop and maintain the log for each phase of testing.

3.2.12 **Training**

3.2.12.1 The Contractor, while working with the UConn training team members, will implement the training program introducing the new PS functionality, version 9.1 or greater, to the Project team. The Contractor will provide training to the UConn Project Team as needed. UConn will provide the necessary space for training to be conducted.

3.2.12.2 Training Deliverables

- (a) Validation of Training strategy and plan
- (b) Training documentation

(c) Facilitate and conduct training

3.2.13 System Implementation

The production implementation will be completed as part of this contract therefore the Contractor's response will include an overall project cost for this effort, a schedule for the full implementation, and a proposed implementation plan.

3.2.13.1 System Implementation Deliverables

- (a) Develop a plan for the full implementation
- (b) Develop a schedule for the full implementation
- (c) Develop a cost estimate for the full implementation
- (d) Develop detailed cutover plans
- (e) Develop production infrastructure plans

3.2.14 Production System Implementation**3.2.14.1 Production System Implementation Deliverables**

- a) Implement into Production
- b) Perform parallel processing as necessary

3.2.15 Schedule of Deliverables

| Task | Task Name | Deliverables | Estimated Due Date |
|-------------|-------------------------------|---|---------------------------|
| 3.2.15.1 | Project Management | Maintenance and execution of the following for the duration of the project (a) Project Management Plan (PMP) (b) Detailed Project Schedule (c) Issues Management Plan and Issue Log (d) Project Change Control and Governance Plan (e) Risk Management Plan, Risk Mitigation Plan (f) Bi-Weekly Status Reports (g) Project Oversight Plan (h) Quality Assurance (QA)/Audit Plan (i) Meeting Agenda, Minutes and Recaps | |
| 3.2.15.2 | Environment Change Management | Maintenance and Execution of the following for the duration of the project (a) Change Management Plan which should also address how changes to existing business processes used by the broader University community, will be communicated and managed. | |
| 3.2.15.3 | Technical Infrastructure | (a) Review Infrastructure Design Document (prepared by UConn and reviewed by Contractor) | |

| Task | Task Name | Deliverables | Estimated Due Date |
|-------------|---|---|---------------------------|
| | | (b) Provide infrastructure recommendations, if needed (c) Assist in implementing the infrastructure, if needed | |
| 3.2.15.4 | Requirements Gathering and Verification | Maintenance of the following for the duration of the project (a) Resolution Plans which include recommendations for Gaps and Bolt Ons (b) Business Process re-engineering documentation (c) Security Resolution Plans (d) Reporting Resolution Plans | |
| 3.2.15.5 | Application Software Configuration | (a) Assist in Application Configuration and Security Configuration as needed | |
| 3.2.15.6 | New Development | Maintenance and/or execution of the following for the duration of the project (a) Technical specifications for Interfaces, Reporting, and Customizations (b) Coding of Interfaces, Reports and Customizations (c) Unit and System Testing of Programs (d) Document test results | |
| 3.2.15.7 | Data Cleansing and Conversion | Maintenance and execution of the following for the duration of the project (a) Technical specifications for Data Conversion Programs or Scripts (b) Coding of Data Conversion Programs or Scripts (c) Unit and System Testing of Data Conversion Programs or Scripts (d) Document test discrepancies (e) Maintain test log | |
| 3.2.15.8 | Application Testing | (a) Unit Testing and Documentation (b) User Testing and Documentation (c) System Integration Testing and Documentation (d) User Acceptance Testing and Documentation (e) Performance and Load Testing and Documentation (f) Parallel Testing and | |

| Task | Task Name | Deliverables | Estimated Due Date |
|-----------|----------------------------------|--|--------------------|
| | | Documentation (g) Creation and maintenance of discrepancy logs | |
| 3.2.15.9 | Training | (a) Facilitate and Conduct Training as needed (b) Technical Training (c) Functional Training (d) User Training | |
| 3.2.15.10 | System Implementation | Maintenance and execution of the following for the duration of the project (a) Review and modify the plan for the full implementation (b) Review and modify the schedule for the full implementation (c) Review and modify the cost estimate for the full implementation (d) Review and modify the detailed cutover plans (e) Review and modify the production infrastructure plans | |
| 3.2.15.11 | Production System Implementation | c) Implement into Production d) Perform parallel processing as necessary | |
| | | | |

3.2.16 Required Skills and Experience

3.2.16.1 Quality Assurance and Software Testing

Please provide detailed information regarding CMMI certification. If the Contractor has an equivalent assessment, they should provide detailed documentation.

3.2.16.2 Contractor Personnel

The Contractor will provide key personnel for the project with a minimum of V9.0 HCM experience for the following positions:

- Project Manager
- Functional Manager and/or Functional Subject Matter Expert(s)
- Technical Manager and/or Technical Subject Matter Expert(s)
- Quality Assurance Manager and/or Testers

3.2.16.2.1 The Project Manager shall have, at a minimum, the following qualifications:

- Successful management of HCM HR, Payroll and T&L implementations of similar size and scope

- Proven experience managing an implementation of HRMS for public institution of Higher Education or comparable institution.
 - Extensive experience developing effective and clearly articulated project plans
 - Extensive experience developing and implementing an effective issues management process.
 - Extensive experience developing and implementing an effective project change control and governance process.
 - Extensive experience developing and implementing an effective risk management process
 - Extensive experience managing functional and technical project team members
 - Superior facilitation and communication skills
- 3.2.16.2.2 The Functional Manager or Functional Subject Matter Expert(s) are responsible for the functional tasks of the RFP. They shall have, at a minimum, the following qualifications:
- successful functional leadership in projects of similar size and scope
 - Proven experience implementing HRMS for public institution of Higher Education or comparable experience
 - extensive experience with HCM HR, Payroll and T&L functionality
 - extensive experience with HCM HR, Payroll and T&L business process redesign
 - extensive experience facilitating, coordinating and conducting fit gap sessions
 - extensive experience leading business process change efforts
 - extensive experience documenting current and future business process's
 - extensive experience documenting functional specifications
 - extensive experience documenting test scenarios, scripts and expected outcomes
 - extensive experience training project team members on new functionality
 - Superior communication skills
 - Demonstrated ability to use delivered functionality to effectively meet institutional business process needs
- 3.2.16.2.3 The Technical Manager or Technical Subject Matter Expert(s) are responsible for the technical tasks of the RFP. They shall have, at a minimum, the following qualifications:
- successful technical leadership in projects of similar size and scope
 - extensive experience with HCM HR, Payroll and T&L functionality
 - extensive experience documenting unit test scenarios, scripts and expected outcomes
 - experience training technical project team members on new technology
 - extensive experience documenting technical specifications
 - extensive experience with data cleansing and conversion/migration
 - extensive experience with PeopleSoft integration tools
 - strong technical skills including People code, App Engine and Component Interface

- Superior communication skills

3.2.17 Administrative Considerations

3.2.17.1 Policy and Procedures

The Contractor shall have processes and procedures in place to ensure that the project is effectively supported and aligns with UConn's business objectives.

3.2.17.2 Staff Availability

Where applicable, the responses to this RFP must include a detailed explanation of the roles and responsibilities of the UConn functional, technical and testing staff through the implementation phase of the project. The Contractor shall propose the number of UConn staff members required. The Work Plan and Schedule should be of sufficient detail to provide UConn staff with the necessary task, resource, and sequence information to allow for logistics and staff allocation planning.

3.2.17.3 Staff Changes

UConn must agree with all Contractor staffing changes made after the contract is awarded. UConn shall reserve the right to review resumes and interview all Contractor personnel proposed. UConn reserves the right to request Contractor staffing changes, as necessary.

For each of the above categories for which the Proposer wishes to be considered, describe the applicable consulting services provided by the Proposer including roles, skills and experience, daily costs associated with these services and any qualifications, limitations or clarifying remarks for each service. Special notation must be made if the Proposer plans to use a subcontractor for the provision of any or all of the consulting services.

Please provide the name and price for each consulting service component separately in your proposal, and indicate any applicable discounts in pricing models that could apply. Discounting will not be used as part of the initial evaluation criteria. Responses will have a base format resembling the following *chart template* on the following page.

UConn prefers 8 hour workdays, Monday through Friday. Our operating schedule is from 8:00 to 5:00 with a mandatory lunch hour. Other schedules may be arranged depending on roles, availability and other factors. These qualifications must be noted in the response.

When formulating responses, be as pertinent as possible using the following additional criteria:

- 1) Functional business responses will address specific PeopleSoft HRMS modules as much as possible.
- 2) Technical infrastructure at UConn to support the PeopleSoft HRMS implementation:
 - *Database and Batch Server* - IBM "P" Series, AIX, Oracle 9i, Peoplesoft v8.9 (planned)
 - *Applications Server* – Windows/Citrix
 - *Web Server* – Linux, Apache with Peoplesoft web services provided by Websphere-Weblogic
 - *Client* - Windows 2000, XP, Internet Explorer and Peoplesoft client.

3.2.18 Confidentiality Agreement

The successful [Vendor will be required to sign the University of Connecticut's confidentiality agreement. A sample of the agreement can be found in Part XIV of this document](#)

Each position in which a response is made will be evaluated separately in conjunction with other information put forth in the responses. Daily price ranges will be inclusive of all travel and lodging which may be incurred.

Chart template:

| | | | | |
|------------------|---------------|-----------------------------------|-----------------|--------------------------------------|
| COMPANY: | | | | |
| CATEGORY: | | | | |
| Role | Skills | Daily / Hourly Price Range | Discount | Qualifications or Limitations |
| | | | | |
| | | | | |
| | | | | |

For Example: Consulting Firm XYZ may respond in the following manner:

| COMPANY: XYZ, Inc. | | | | |
|---|--|-----------------------------------|-------------------------|---|
| CATEGORY: HRMS Functional Analyst Support | | | | |
| Role | Skills | Daily / Hourly Price Range | Discount | Qualifications or Limitations |
| PeopleSoft HRMS Administration Product Specialist | HR and Benefits Module Expert, Peopletools, SQR, SQL ... | \$400 - \$500 / \$85 - \$150 | >6 month contract - 10% | Significant staff experience in HRMS conversions from system ABC. |
| Payroll Business Analyst | Workflow analysis, XXX | \$350 - \$450 / \$50 - \$100 | | |

| COMPANY: XYZ, Inc. | | | | |
|---|---|----------------------------|-----------------------|--|
| CATEGORY: HRMS Development and Technical Support | | | | |
| Position | Skills | Daily Price Range | Discount | Remarks, Qualifications or Limitations |
| PeopleSoft Applications Specialist | PeopleTools, PeopleCode, Extensive HRMS technical expertise in HR and Benefits. | \$400 – 500 / \$85 - \$150 | >3 FTE Rate decreases | Resources available throughout the Northeast region. |

**PART IV
INTRODUCTION AND INSTRUCTIONS**

- 4.0 **Scope:** The University of Connecticut, is seeking proposals from qualified vendors to provide Information Technology Project Consultants to be used by the University of Connecticut (UConn) as outlined in Part I.
- 4.1 **Support Plan:** We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the services, on-site and off-site technical and administrative support, technology driven price adjustments and training opportunities for staff. The University requires the Vendors to identify and submit resumes and references for each consultant on the team. The University reserves the right to interview Key Personnel as part of the evaluation. A strong contractor team will include both Key Personnel and other available personnel with the combined expertise in all aspects of the PS SA and/or HR/Payroll/T&L System technical requirements, development, migration, and management support.
- 4.2 **Term of Contract:** The University of Connecticut plans to award a contract from this RFP for an anticipated term of twelve (12) to twenty-four months from date of award. Thereafter, the agreement will be renewed on an annual basis, by written amendment to the original agreement, executed by both parties.
- 4.3 **Contract Commencement:** The contract commencement date shall be negotiated for the earliest date after contract award. Vendor should specify the best possible start date in days after receipt of award of a purchase order.
- 4.4 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addendum or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

The University of Connecticut reserves the right to reject any bid that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

- 4.5 **Specifications:** The specifications in Part VII Pricing must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation. See 4.8.3 for additional details.
- 4.6 **Estimated Timetable:** The following schedule will apply to this RFP.

| | |
|-------------------------------------|---|
| Release of RFP | December 16, 2010 |
| Mandatory Pre-proposal Conference | January 12, 2011, 10:00 a.m. local time |
| Closing Date for Inquiries | January 14, 2011 |
| Submission of RFP Due | February 2, 2011, 2:00 p.m. |
| Vendor Presentations (if necessary) | To be determined |
| Anticipated Award Date | On or before March 1, 2011 |

- 4.7 **Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Penny Guerin
University of Connecticut
Purchasing Department

3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2621
E-mail: penny.guerin@uconn.edu

- 4.8 **Submission Format:** The following process so described is intended to ensure that all Vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

- 4.8.1 An original and 7 copies of the proposal, along with a CD containing the proposal, must be submitted in a sealed envelope or box and sent to:
University of Connecticut
Purchasing Department
Attention: Penny Guerin
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Reference RFP No. **PG121610**
"Information Technology Project Consultants "

On or before 2:00 p.m. on **February 2, 2011**

*****IMPORTANT NOTE*****

Any RFP proposal received after the date and time stated in Section 4.8.1 will not be considered and will be returned to the Vendor unopened.

- 4.8.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 4.8.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and seven (7) copies of the proposal, along with a CD containing the proposal shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three- (3) hole punched and submitted in three-ring, loose-leaf binders.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 4.8.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that

you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

4.8.4 Pricing instructions are provided in Part **VII**.

4.8.5 All required signatures must be affixed in Part **VII, X, XI, XIV**.

4.8.6 At the specified time stated in 4.8.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

4.9 **Pre-Proposal Conference:** There will be a mandatory pre-proposal conference on January 12, 2011 at 10:00 a.m. local time in the Purchasing Department. Directions can be found at <http://www.purchasing.uconn.edu/staff/images/Directions%20to%20Purchasing.pdf>.

4.10 Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.

4.11 **Completed RFP's:** Each Vendor must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.

4.12 **Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP and will be posted on the University of Connecticut Purchasing Department website, as well as the State of Connecticut Department of Administrative Services Procurement website.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof.

All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section X, Form of Proposal.)

PART V
TERMS AND CONDITIONS

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

- 5.0 **Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with paragraph 5.1 below will issue an acceptance of the proposal offer.
- 5.1 **Contract Format:** The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Vendor, superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A sample of the agreement template can be found at the end of this RFP.
- 5.2 **Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.
- 5.2.1 The Vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 5.2.2 If the Vendor and the University reach an agreed upon solution, the Vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 5.2.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
- 5.2.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 5.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 5.4 **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.
- 5.5 **Notification of Selected Vendor:**
It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before **March 1, 2011**. All Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 5.6 **Contract Commencement:** The contract will commence on or about **March 1, 2011** with service commencing on or about **March 1, 2011**.
- 5.7 **RFP Status and Submission Information:**
- 5.7.1 **RFP Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the School. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the School or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.

- 5.7.2 **RFP Submittals:** Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

Further, the University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFP. Further, this bid creates no obligation on the part of the University to award a contract. The company's bid will represent its best and final offer.

- 5.7.3 **Effective Period of Proposals** The proposals submitted must remain in effect for a minimum period of one hundred twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.

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

- 5.7.5 **Withdrawal of Proposals:** A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred twenty (120) days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.7, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.8.1 provided they are then fully in conformance with these terms and conditions.

- 5.7.6 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.

5.8 **Indemnification Requirements:**

- 5.8.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract.

The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

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

- 5.8.2 **Liens:** The successful Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Vendor.
- 5.8.3 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 5.8.4 **Actions of Vendor:** The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

5.9 **Pre-Award Presentations and Negotiations:**

- 5.9.1 **Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation. (See Section 5.15.3 for clarification.)
- 5.9.2 **Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes, which include:
- 5.9.2.1 Resolving minor differences and informalities
 - 5.9.2.2 Clarifying necessary details and responsibilities
 - 5.9.2.3 Emphasizing important issues and points
 - 5.9.2.4 Receiving assurances from proposers
 - 5.9.2.5 Exploring ways to improve the final contract

5.10 **Standard Terms and Conditions:**

- 5.10.1 **Business Relationship Affidavit:** The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement. The University may terminate any Agreement if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

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

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

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

- 5.10.4 **Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.
- 5.10.5 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 5.10.6 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 5.10.7 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

5.11 Responsibilities of the Vendor:

- 5.11.1 **Observing Laws and Regulations:** The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 5.11.2 **Representations:** Each firm, by submitting a proposal, represents that it:
- 5.11.2.1 Has read and completely understands the proposal documents.
 - 5.11.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

5.12 Repairs to Property Damage:

Existing facilities damaged during installation and/or service by the Vendor, the Vendor agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

5.13 Delivery Requirements:

Delivery and installation information for any contract resulting from this RFP will be to University Information Technology Services.

For any activity on the Storrs campus, the following will apply:

The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide

by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

Visitor Parking

It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours, [click here for North Garage](#) or call (860) 486-6267; [click here for South Garage](#) or call (860) 486-9088.

Load Zones

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends. <http://www.park.uconn.edu/Parking2.html>

5.14 Insurance Requirements:

5.14.1 **Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

- 1) **Worker's Compensation Insurance:** Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.
- 2) **Public Liability Insurance** \$1,000,000.00.
- 3) **Property Damage Insurance** \$1,000,000.00.

- 5.14.2 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

The University of Connecticut must be named "additional insured" on the certificate.

5.15 RFP Evaluation:

- 5.15.1 **RFP Evaluation Criteria:** The award of a contract will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University of Connecticut. The contract award will be based on a points-earned matrix derived from a pricing and technical evaluation as outlined below

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. All Vendors 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.

All proposals will 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 vendor's response to the following criteria:

A. Key Personnel – Maximum Points Available: 30

The availability and commitment of Key Personnel is important to UConn, and will be evaluated through information contained in the response to this RFP. UConn requires staffing of Key Personnel with relevant experience in the integration of a complex set of requirements that rely on various and relevant technologies, staffing, and logistical considerations. UConn requires the Contractor to identify and submit resumes and references for each consultant on the team. UConn reserves the right to interview Key Personnel as part of the evaluation. A strong contractor team will include both Key Personnel and other available personnel with the combined expertise in all aspects of the PS SA and/or HR/Payroll/T&L System technical requirements, development, migration, and management support.

B. Past Performance/References – Maximum Points Available: 20

Evaluation of past performance will allow UConn to determine whether Contractor consistently delivers quality services in a timely manner. References from prior projects which were either public Universities or State Government contracts must be submitted. The information obtained from references on contracts described in Contractor's response to this RFP, together with information from any other sources available to UConn, will provide the primary input for evaluation of this factor. UConn reserves the right to verify the specifics of prior contracts described by Contractor in its response to this RFP.

C. Specific Services Approach – Maximum Points Available: 20

The Contractor's capability will be evaluated by an assessment of the Contractor's proposed approach to meet UConn's requirements, tasks and deliverables. The emphasis in this factor is on the ability of the Contractor to demonstrate its ability to satisfy all aspects in Part II. The Contractor will be evaluated on how well it provided specifics regarding the approach. The following are the key criteria that will be used to weight the Contractor's approach:

- Project Management – Development and/or Maintenance of PM Deliverables
- Environment/Culture Change Management
- Ability to support the Technical Infrastructure
- Requirements Gathering and Verification – if needed
- Application Software Configuration – if needed
- New Development Programming
- Data Cleansing, Conversion Programming and Data Migration
- Application Testing – all phases
- Training
- System Implementation
- Production Maintenance and Support

D. Approach to the Management of the Project – Maximum Points Available: 20

The Contractor's management approach for the following (not listed in order of importance):

- Clear articulation of the tasks, costs, and schedule.
- Approach, techniques and tools for managing the specific processes and methodologies including but not limited configuration control, change management, quality assurance and control
- Approach, techniques and tools for managing resource levels to the requirements of the project
- Approach to meeting performance expectations
- Approach to managing relationships, setting expectations, and communicating to all parties involved
- Approach to decision-making and project Governance.

E. Price - Maximum Points Available: 10

UConn will review the price proposal for completeness and accuracy. Changes to the evaluation quantities, blanks or zeros in the pricing columns, and/or mathematical mistakes are subject to clarification for confirmation of the Contractor's intent. The Contractor proposal will be checked for mathematical correctness to include checking arithmetic in all computations and making sure that all prices/costs are summarized correctly.

5.15.2 **Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

5.15.3 **Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

5.15.4 **Review of References:** Each proposer is required to provide a customer list with a minimum of five (5), **but not more than ten (10)** complex organizations similar to higher education institutions with which it has an Agreement. Two educational institutions of the size and scope of the University of Connecticut should be included. Please include name, title, telephone number and **e-mail address** of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.** The University reserves

the right, but is not obligated, to contact and review any program of any institution by any proposer as a reference.

5.15.5 The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in any Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement. (s)

5.15.6 **Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:

5.15.6.1 Financial resources.

5.15.6.2 Personnel resources.

5.15.6.3 Executives and key person resumes.

5.15.6.4 Ability to meet delivery and support schedules.

5.15.6.5 Ability to meet specifications and quality requirements.

5.15.7 **Requests for Clarification by Proposers:** Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made via e-mail to penny.guerin@uconn.edu

The University will provide a written response to all written requests for clarification within five (5) business days after the close of the inquiry period in 4.6. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 4.6. The University's response to any request for clarification will be provided contemporaneously by the University to each party known to have received this RFP.

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

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

5.15.8 **Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

5.16 **Communications between the University and the Proponent:**

5.16.1 **Informal Communications:** From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:

5.16.2 Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.

5.16.3 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

5.16.4 **Formal Communications:**

From the date of receipt of this Request for Proposal by each proposer until a binding contractual agreement exists with the selected proposers and all other proposers have been notified or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this Request for Proposal. Formal communications may include but not be limited to:

- A. Oral Presentations
- B. Pre-Award Negotiations

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 5.16.1 AND 5.16.2 ABOVE, MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

5.17 License:

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

5.18 Advertising/Sponsorship Opportunities:

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

5.19 Licensed Merchandise:

Pre-authorization must be received from the University for the use of University's names, marks, and logos.

5.20 Patent and Copyright

- 5.20.1 The Vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.
- 5.20.2 The Vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.
- 5.20.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and proposer shall execute such documents, as University may require, for the perfection thereof.

5.21 Confidential Information:

The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, that respondent should

summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

5.22 **Ethical Considerations:**

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

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

5.23 **Mandatory Affidavits**

The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:

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

5.24 **Financial Statement:**

As a mandatory requirement of this RFP all participating Vendors must submit the most current, within the last 12 months, audited "Financial Statement", with their bid response package.

5.25 **Joint Ventures:**

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.

5.26 **Executive Orders of the Governor:**

A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in

respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.
- C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:

- (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

- (c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
 - (d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.
 - (e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.
- D. Any Agreement subsequent to this RFP is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to said Agreement, as part of the consideration hereof, agree that:
- (a) The State Contracting Standards Board (“the Board”) may review any subsequent Agreement or 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.
- E. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006**. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

5.27 Ethics and Compliance Reporting

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

5.28 Signature Authorization Documentation (Mandatory Submittal):

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

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.

- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

5.29 **State Elections Enforcement Commission (SEEC) Requirements**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 in Part XIV of this bid solicitation.

5.30 **Nondiscrimination Warranties**

An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

- 5.31 In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

PART VI REQUIREMENTS

6.0 Information Provided by the University:

The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein.

The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract.

Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 3 of this document.

6.1 Base Proposal Requirements:

In support of its financial and operational goals and objectives, each Vendor will provide a detailed Plan. The Plan should also include assumptions and relationship commitments required to obtain those goals and objectives.

The Plan should describe the programs and/or resources, which support the likelihood of achieving the identified objectives. The Plan should also include support and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The Plan represents an opportunity for each proposer to provide examples of its innovation operational opportunities and understanding of the University communities and objectives.

The future businesses of the selected Vendor might include an expanded or reduced complement of services and support. The Vendor is encouraged to anticipate the inevitability of change and provide specific recommendations for a dynamic relationship, which could take advantage of newly discovered opportunities without unduly limiting or committing each party to unforeseen circumstances that may preclude the intended outcome.

6.2 Software Site License definition

A mandatory requirement of this proposal will be the Vendors contractual acknowledgement through the Software License Agreement, that the University of Connecticut and all its regional campuses, inclusive of the School of Law and the Health Center, will be considered a single 'Site' location for all software license agreements related directly or indirectly to this agreement.

6.3 Maintenance and Support

The Vendor must also provide detailed information on support and maintenance of their proposed solution.

6.4 Responsibility of those performing the work

The Vendor shall be responsible for the acts and omissions of all the Vendor's employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under a contract with the **Prime Vendor**.

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

The Vendor, 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.

The vendor and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason.

6.5 Purchase Orders and Subcontractors

Purchase Orders and payments will only be issued to the **Prime Vendor**. It is the **Prime Vendor's** responsibility to issue Purchase Orders, schedule services and pay all subcontractors and partners directly.

6.6 Freight

All shipments will be FOB Destination-Full Freight Allowed. Cost of shipment will be imbedded in the purchase price of the item being purchased.

6.7 Shipments

All shipments to the University will be delivered **inside to the room(s) designated upon contract award**.

6.8 Payment Terms

The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless otherwise stated on the Form of Bid. Cash discounts may be offered, by the Vendor, for prompt payment of invoices and will be taken into consideration in determining the low Vendor and in the awarding of tie bids

**PART VII
PRICING**

7.0 Evaluation

The evaluation process outlined in Part V will determine which vendor has proposed the best overall package, meeting all of the University's needs to provide Information Technology Project Consultants.

7.1 Cost

All costs associated with the services must be provided in a section titled "Response to Part VII - Pricing", separated from the rest of the proposal and utilizing the chart template found at the end of Part III of this RFP. Price(s) for the services, volume discounts, support and maintenance should be included. **Vendors MUST provide UConn with a firm price and pool of hours to be used as needed by the University, as well as a schedule estimate.**

Signature acknowledges acceptance of all specifications, terms and conditions stated in **Part VII PRICING** and that all pricing and related discounts offered are accurate and correct.

FIRM: _____ DATE: _____

BY: _____ TITLE: _____

TELEPHONE: _____
Print Name

e-mail

**PART VIII
REFERENCES**

Proposals should include five institutions, of similar or the same size, where your organization is currently providing **Information Technology Project Consultant** services similar to the services you're proposing for the University of Connecticut. Please include name, title, telephone number **and e-mail address** of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.**

References: Institution Contact Telephone No.

Reference #1 _____

e-mail: _____

Reference #2 _____

e-mail: _____

Reference #3 _____

e-mail: _____

Reference #4 _____

e-mail: _____

Reference #5 _____

e-mail: _____

**PART IX
ATTENTION VENDORS**

The attached bid solicitation package includes forms which must be signed for your offer to be considered.

| | <u>FORM NAME</u> | <u>WHERE TO SIGN</u> |
|----|------------------------------|--|
| | <u>FORM NAME</u> | <u>WHERE TO SIGN</u> |
| 1. | Form of Proposal | Bottom of Document |
| 2. | Notification to Bidders | Bottom of Document |
| 3. | Affidavits and Certificatons | Bottom of Document (and must be notarized) |

Before sending your bid, please be sure all are signed.

NOTICE TO PROSPECTIVE BIDDERS

The University Purchasing Department will appreciate your assistance in making a careful study of this proposal and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State. Suggestions or comments will be considered up to ten (10) days prior to the date of bid opening indicated in the bid package. In replying you must refer to the bid number. If no suggestions or comments are offered, the signing of the bid documents shall indicate your approval of these forms in their present content.

**PART X
FORM OF PROPOSAL**

TO: University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT. 06269-6076

1. The undersigned bidder, in response to our Request for Proposal for **Information Technology Project Consultants**, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda, which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

PHONE #: _____ **FAX #:** _____

F.E.I.N. #: _____ **Email:** _____

PART XI
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 good 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

| | |
|---|---|
| <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> |
|---|---|

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

| | |
|---|---|
| <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> |
|---|---|

| 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 (X) | | 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 Signed) | (Telephone) |
|-------------|---------|---------------|-------------|

(Revised 3/9/99)

PART XII
ATTACHMENT A
Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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;(2) the Contractor to state that 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 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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol 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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities 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 (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (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.

Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes

(b) 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) The Contractor shall include the provisions of subsection (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (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.

PART XIII
INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, 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 further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
12. The University of Connecticut is an equal opportunity employer.

PART XIV
AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

**Agreed Specification of Services
Regarding the Duty to Safeguard Private Information and Confidentiality
(Confidentiality Agreement)**

These Agreed Specification of Services is part of the Purchase Order for the **UNIVERSITY OF CONNECTICUT** (*Insert Specific Contract Number*) (hereinafter “the UConn Contract”) between the UNIVERSITY OF CONNECTICUT and *{Insert Vendor Name}* (hereinafter “XXXX”) with regard to data available to XXXX during the repair and/or replacement of computer hard drives performed by XXXX on behalf of the UNIVERSITY OF CONNECTICUT (herinafter “UConn”). These Agreed Specification of Services is intended to provide detailed instructions to XXXX in accordance with UConn’s policy on private information and confidentiality.

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the UConn Contract, the terms and conditions set forth in this Addendum shall be deemed to be the controlling terms and conditions with regards to data recovery and/or hard drive replacement by XXXX on behalf of UConn.

The following terms and conditions hereby apply:

1. In the course of providing technical support functions for computers containing University data, XXXX may have access to data associated with prospective and/or enrolled students; such information may be subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is considered confidential and therefore protected. Such information shall not be disclosed or shared with any third-party by XXXX, except as permitted by the terms of the UConn Contract or this Addendum or to subcontractors whose services are necessary for XXXX to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of XXXX under this Addendum.
2. UConn and XXXX agree that in the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that XXXX will immediately inform UConn of such request in writing if allowed by law or judicial and/or administrative order. XXXX shall only retrieve such data or information upon receipt of, and in accordance with, written directions by UConn. XXXX shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by XXXX shall be provided to UConn. It shall be UConn’s sole responsibility to respond to requests for data or information received by XXXX regarding University data or information. Should XXXX receive a court order or lawfully issued subpoena seeking the release of such data or information, XXXX shall provide immediate notification to UConn of its receipt of such court order or lawfully issued subpoena and shall immediately provide UConn with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. The data available to XXXX in the course of providing technical support on behalf of UConn may also contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with UConn. Information related to such individuals may be protected by Federal and/or State laws and regulations, and/or established industry standards. {In particular, the contents of such data or information stored and maintained by XXXX may be protected by the Health Insurance Portability and

Accountability Act (“HIPAA”), Gramm-Leach Bliley Act (“GLBA”), Electronic Communications Privacy Act (ECPA), and/or other State or Federal laws as amended from time to time, or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.} As a result, data or information to which XXXX may become privy as a result of the Agreement shall not be disclosed or shared with any third-party by XXXX, except as permitted by the terms of the Agreement or this Addendum or to subcontractors whose services are necessary for XXXX to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of XXXX under this Addendum. UConn and XXXX agree that in the event any person(s) seek to access protected and confidential data or information, that such access shall be through UConn, and that XXXX shall only retrieve such data or information as identified by UConn or as otherwise required by Federal and/or State law. XXXX shall not provide direct access to such data or information or respond to individual requests. Should XXXX receive a court order or lawfully issued subpoena seeking the release of such data or information, XXXX shall immediately inform UConn of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order

4. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Addendum may, at UConn’s discretion, result in cancellation of this agreement and the eligibility for XXXX to receive any information from UConn for a period of not less than five (5) years. In addition, XXXX agrees to indemnify and hold the University harmless for any loss, cost, damage or expense suffered by UConn as a direct result of such breach.
5. In the event that a security breach of its systems or processes exposes UConn’s confidential data or information to a third party, XXXX will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to UConn.
6. For the purpose of notification to UConn, the following individuals, or their successors, should be contacted, by phone, fax and in writing:
 - Jason Pufahl, Director of Infrastructure and Security, University Information Technology Services, University of Connecticut, 196 Auditorium Road, Unit 3138, Storrs, Connecticut 06269-3138, Phone: (860) 486-3743; Fax: (860) 486-5744, Email: jason.pufahl@uconn.edu
 - Rachel Krinsky Rudnick, JD, CIPP, University Privacy Officer, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527, Email: rachel.krinsky@uconn.edu
7. Upon expiration or termination of the Agreement, XXXX shall return and/or destroy all data or information received from UConn upon, and in accordance with, direction from UConn. XXXX shall not retain copies of any data or information received from UConn once UConn has directed XXXX as to how such information shall be returned to UConn and/or destroyed. Furthermore, XXXX shall ensure that they dispose of any and all data or information received from UConn in a UConn-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and

reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

- 8. **XXXX** agrees that it shall not disclose, provide or otherwise make available the Software, or other proprietary or confidential information disclosed to **XXXX** by UConn (such information collectively referred to as the “Confidential Information”), to any person other than authorized employees, and those employees or agents of **XXXX** whose use of or access to the Confidential Information is necessary in connection with **XXXX**’s exercise of its rights granted under this Agreement. **XXXX** further agrees that it shall not use Confidential Information for any purpose other than in the performance of this Agreement. **XXXX** shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall secure written agreements from all employees, agents or contractors having access to the Confidential Information indicating that such employees, agents or contractors understand the commercially reasonable precautions in place, and agree to abide by such precautions.

Except as expressly agreed to herein, all other terms and conditions of the Agreement shall remain in full force and effect.

UNIVERSITY OF CONNECTICUT

Vendor Name

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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), as amended by Public Act 07-1

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 on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

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 an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contactor 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) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "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 the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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:



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

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

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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.

IMPORTANT NOTE:

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 at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

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|-------------------------------------|-------|-------|-----|
| Signature | Date | | |
| Printed Name | Title | | |
| Firm or Corporation (if applicable) | | | |
| Street Address | City | State | Zip |

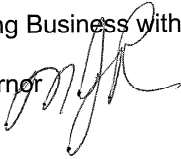
Awarding State Agency



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

STATE CAPITOL, HARTFORD, CONNECTICUT 06106
TEL: (860) 566-4840 • FAX: (860) 524-7396
www.state.ct.us/governor

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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--\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.

University of Connecticut



Purchasing Agreement for

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter "University"

and

hereinafter "Contractor"

University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

- A.
- B.
- C.

1.1. **Term:** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 **Effective Date:** _____ **End Date:** _____

1.1.2 **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. **Brief Summary of Services:** Contractor will provide . . .

1.2.1 **Service Location:** Contractor will provide Services at/for the location(s) listed below:

1.3 **Maximum Amount Payable:** \$ _____

1.3.1 **Payment/Pricing Terms:**

1.4 **Detailed Contractor Responsibilities:**

1.4.1 **Responsibilities:** Contractor will provide the following Services:

1.4.2 **Deliverables/Methods:** Contractor will deliver to University . . .

1.4.3. **Work Schedule/Deadlines:** Contractor will provide Services by . . .

1.5. **University Responsibilities:** University will . . .

1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* [name/address]:

If to the Contractor* [name/address]:

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.5. **Non-discrimination.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, 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. 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, 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 46a-56.

(b) 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 project.

- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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 section 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (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 of 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 section 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 section 46a-56.
- (h) The contractor shall include the provisions of section (g) above 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 section 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.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does 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).

- 2.6 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.
- 2.7. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 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.
- 2.8. Termination for Cause. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
 - (d) The University shall 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 2.8 (a) is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.9. Termination for Convenience.
- (a) The University may terminate performance of work under the Contract in whole or in part whenever, if 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) This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 1.1 unless cancelled by the University, by providing the Contractor ____ days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 2.10. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.11. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.12. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted

policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT A



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

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 or a loan to an individual for other than commercial purposes.

"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.

CERTIFIED RESOLUTION

I, (*name of Secretary*), Secretary of (*name of corporation*), a corporation organized and existing under the laws of the State of _____ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on _____, 200__, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That (*name of officer*), (*office held e.g. president, vice president. etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver contracts on behalf of the Company.

[or if the signatory has received authorization specifically for the UConn contract, use the paragraph below and delete the paragraph above (including this internal note)]

RESOLVED: That (*name of officer*), (*office held e.g. president, vice president. etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain contract with _____ the University of Connecticut for (*general description of services*) and to affix the corporate seal *[if applicable]*.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this _____ day of _____, 200__.

[or, if the corporation has no seal use the paragraph below and delete the paragraph above (including this internal note)]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of, 200__. The Company has no corporate seal.

(Name), Secretary

(Corporate Seal or "L.S. ")