



University of Connecticut  
*Office of the Associate Vice President of  
Finance and Budget*

Procurement Services

**Date:** August 21, 2013

**To:** Prospective Bidders

**RE:** Addendum #1 - RFP MF080913 - Personal Computers, Related Hardware, Services and Support

The following questions and answers are clarifications to this bid and should be considered an integral part of the bid.

**1. Desktops:**

a) **The specifications mention Win 7 64-bit. Can we build with Home Premium or is Win 7 Pro required?**

A. The systems should be priced to include a Windows 7 Home Premium license (or Windows 8 where applicable), but will be shipped with the University's standard image which includes Windows 7 Enterprise. The University's campus agreement allows for an upgrade from Windows 7 Home Premium to Windows 7 Enterprise. The systems should come pre-imaged from the vendor.)

b) **The specifications mention that the Video Card needs to have "VGA OR Dual DVI." Does this mean that the card can have just one VGA and if it does not have one VGA port than it needs to have Dual DVI ports. Dual VGA is not needed?**

A. The video card should support the ability to run dual monitors, either by VGA and on-board video, one VGA and one DVI port, or dual DVI ports.

**2. Laptops: The specifications mention Win 7 64-bit. Can we build with Home Premium or is Win 7 Pro required?**

A. See Q1.

**3. Section 6.7 – Payment terms. To clarify, they are looking for a prompt payment of 2% if they pay within Net15. Otherwise, their payment terms are Net45?**

A. Yes, 2% 15 days net 45 days terms will be honored unless otherwise stated on the Form of Bid.

*An Equal Opportunity Employer*

3 N. Hillside Road Unit 6076  
Storrs, Connecticut 06269-6076

Telephone: (860) 486-2616  
Facsimile: (860) 486-5051

4. **If the University would like to have models and pricing remain consistent for 1 year of the agreement, when there is a model or chipset change that happens mid-year, how would the University like to be notified and see the change be handled?**
- A. Vendor must provide change notifications for all systems via email. Substantial changes that have an impact on one or more of the University computer standards must be reviewed and approved by the University prior to any catalog modifications.
5. **The E5-2603 Xeon processor requested for the workstation configuration is designed to work in a dual processor system. Intel also has an E5-1603 Xeon processor that is meant for a single processor set up. Is UCONN looking for a workstation configuration that could scale to a dual processor set up if desired? If not, is there another Xeon Processor meant for a single processor set up we could bid?**
- A. The university would prefer the workstation configuration be as scalable as possible to ensure as broad a use as possible across the university environment.  
A single processor configuration is acceptable, but desirable that it have the option/ability to be upgraded at time of purchase to a dual processor configuration.
6. **Please clarify this requirement: Phone Support for all systems must be handled by a US call center.**
- A. The call center must be physically located in the United States.
7. **The pricing sheet (7.4.1.1 example) does not list all of the individual part numbers for the system build. Can we submit a total discounted price, and discount percentage?**
- A. Please provide a discounted price for the proposed component in each model and the applicable discount percentage from the Higher Education list price.
8. **The MFG we are bidding is in the process of product transitions. Could we bid the current model with a transition path that would coincide with the Jan 1 contract start date, and put us in compliance with the 1 year product lifecycle requirement?**
- A. This will be acceptable as long as the initially projected bid pricing remains the same.
9. **Will UCONN provide this RFP document in Word format to allow easier response vehicle?**
- A. A Word version of the document will be available upon request. The vendor will be required to reply via email acknowledging the condition below:
- “The Word version of this RFP is provided under the condition that by accepting this, you acknowledge that this is the version of record and will prevail if there is any discrepancy between its language and the vendor’s response.”
10. **Since this is such an in depth document and your staff must have spent months researching it, you should allow respondents more time to provide their responses. Will you extend the due date two weeks?**
- A. The new bid opening date is September 6, 2013, 2:00 PM local time.
11. **Who is the current or past vendor?**
- A. Dell Marketing LP

- 12. Does this vendor provide all services or have they partnered with local computer companies to provide the services you are requesting?**  
A. Although central receiving is not included in the current contract, Dell provides the remaining services and is partnered with the UConn Co-op to support the on-site parts locker.
- 13. Of the services requested in this RFP, which are you currently using?**  
A. Generally speaking, all but central receiving.
- 14. MUST any business pass through the UCONN COOP facility?**  
A. Staff and Faculty purchases are processed directly through the Dell/ SciQuest punch-out catalog.  
As mentioned, parts locker related business is facilitated through the Co-op. Additional Note: The UConn Co-op is a Dell Authorized Campus Reseller and Service Provider for computers purchased at the Co-op.
- 15. Do you expect the vendor to be required to work with the COOP facility for this RFP?**  
A. This is not a requirement.
- 16. As a percentage of the \$3M annual PC purchases, how much is done via the Pro-card?**  
A. That figure cannot be determined at this time.
- 17. Currently, how many technical people does the current vendor use to support the technical support aspects envisioned by the University?**  
A. The University currently utilizes telephone support (not a specific number of staff) and UConn Co-op parts locker staff.
- 18. Where are these support people located (which campuses)?**  
A. Support currently consists of telephone support and UConn Co-op parts locker staff. The Co-Op staff is located on the Storrs Campus, but travels to the branch campuses as needed.
- 19. To whom should a privately held company supply their audited financials? Would these financials be open to Freedom of Information requests or will they be held confidentially? Would the University's Chief Financial Officer be permitted to sign a non-disclosure agreement to maintain the document's confidentiality?**  
A. Please provide all relevant financial information with the proposal. Once awarded, all bid materials will be subject to subsequent Freedom of Information requests. The FOI request process and statutes address the requirements and define what would be excluded.
- 20. How much time will the University allow for integrating our catalog into the SciQuest program?**  
A. Approximately 10 weeks
- 21. What is the required or recommend repair time for the computers?**  
A. Next business day is the required repair time thru limited on-site service following Remote Diagnosis
- 22. What is the base warranty required for each desktop (must warranty be onsite or will return to manufacturer be acceptable)?**  
A. 3 years - Basic Hardware Service with Next Business Day Limited Onsite Service following Remote Diagnosis

- 23. What is the base warranty required for each laptop (must warranty be onsite or will return to manufacturer be acceptable)?**
- A. 3 years - Basic Hardware Service with Next Business Day Limited Onsite Service following Remote Diagnosis
- 24. Will UCONN require a disk retention warranty (UConn keeps disks that do not work)?**
- A. Yes. The university will require the ability to retain hard disks that do not work when they are part of on-going litigation.
- 25. Must all notebook systems include an accidental damage warranty, or is this only an option?**
- A. Vendor must have **optional** three (3) year accidental damage coverage available for all portable models.
- 26. While servers are mentioned in the text, there are no detailed requirements listed. Will servers be part of this RFP response?**
- A. We would like the vendor to provide the discount percentage from higher education pricing for “servers” as a category in their response.
- 27. While tablets are mentioned in the text, there are no detailed requirements listed. Will tablets be part of this RFP response?**
- A. We would like the vendor to provide the discount percentage from higher education pricing for “tablets” as a category in their response.
- 28. While the vendor is required to design its own support plan, is there an expectation for the vendor to house technical staff at each location for periods of scheduled support time?**
- A. This is at the discretion of the vendor.
- 29. Will there be a required plan for rolling out PCs/notebooks at the beginning of a term for new students? Is a support plan for this type of endeavor expected?**
- A. Not at this time.
- 30. Is there a difference between University purchased equipment for a lab, and individually purchased equipment ordered by staff or students? Is there a different support structure expected for these types of different purchases?**
- A. University purchased equipment utilizes the punch-out catalog (or Procard for restricted purchases). Personal (individual) Purchases for Students, Faculty, and Staff are completed via a Personal Purchase Page established by Dell (In addition, The UConn Co-op is a Dell Authorized Campus Reseller and Service Provider for computers purchased at the Co-op). University systems contain a University image. Personal Purchases for Students, Faculty, and Staff do not. The Husky standard configurations for University equipment include 3 Year Basic Hardware Service with 3 Year Next Business Day Limited Onsite Service and Personal Purchases typically include 90 days Premium Phone Support and 1 Year In-Home Service. Extensions are available for each lineup.
- 31. Will UConn please extend the due dates (for both submittal of questions and final response due date)?**
- A. The inquiry period for this RFP is now closed. The new bid opening date is September 6, 2013, 2:00 PM local time.

32. **Part I., #2, indicates that the eight configurations referenced in Part VII will be used for price analysis only, and only be used to calculate the exact cost of a discount off list price for bid evaluation purposes.**
- **Do you intend to purchase the configurations referenced in Part VII?**
  - **If not, would the final fixed configurations be virtually same/similar configurations?**
  - **For fixed configurations, do you desire a fixed discount, or a fixed price?**
- A. The final configurations have not been determined at this time. It is possible that one or more of the new HuskyPC configurations may be based on the examples provided in Part VII. The University expects a Higher Education discount (overall) and in addition to the discount, fixed pricing for the standard configurations. Standard configuration pricing may not increase, but may decrease due to any reduction in the cost of manufacturers' components, etc.
33. **Services - Will you please provide more specific details on the consulting services you are requesting? Clauses 7.1.1.3 and 7.3.4 are very general. We have the ability to provide a rate card but would appreciate additional information regarding the services you would like to receive. Typically, we are provided with more information when providing a response for consulting services.**
- A. Given the projected growth of the University of Connecticut with the Technology Park, Bioscience CT, NextGen CT, the New Engineering building, and Digital Media at Stamford; the University wanted to ensure that there was access to PC related consulting services to offset sudden surges in demand on the University's IT department. The University is unable to project its exact needs at this time, but understands there will likely be a need. Therefore, the University is unable to provide additional information at this time but stresses that it can be anticipated from the Vendor's past work with Universities what IT consulting services are needed when a University system undergoes substantial growth.
34. **Services - As part of the PC purchase, will you be looking for managed deployment services? We offer a full range of PC deployment services and would be happy to provide details if you are interested. If so, a description of the scope of any desired deployment would be appreciated.**
- A. Managed deployment services would be of interest to the University given its aggressive expansion schedule. While a description of such cannot be offered at this time, it would likely be related to University expansion from the Technology Park, NextGen CT and Bioscience CT.
35. **Services - Are you seeking to have onsite project management and additional break-fix services over the 2-year contract?**
- A. No
36. **Terms & Conditions - Vendor understands that the University intends to incorporate the terms in the RFP into the Agreement. Vendor also understands that any exceptions in its response could result in rejection. If vendors submit additional and/or different terms (to be consistent with industry standard terms), does the University recognize that the vendors' submission is subject to those terms with an intent to negotiate?**
- A. Exceptions will be reviewed and negotiated (when possible) as needed.

**\*NEW\* BID OPENING DATE: September 6, 2013, 2:00 PM local time**

**THE INQUIRY PERIOD FOR THIS RFP IS NOW CLOSED.**

An original and nine (9) copies of the proposal, along with a CD or flash drive containing the proposal, must be submitted in a sealed envelope or box and sent to:

University of Connecticut  
Purchasing Department  
Attention: Michael Franklin  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076

Reference RFP No. **MF080913**

**"Personal Computers, Related Hardware, Services and Support"**

On or before 2:00 p.m. EDT on September 6, 2013

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

**Please acknowledge receipt of this addendum prior to the due date and time via email to [michael.franklin@uconn.edu](mailto:michael.franklin@uconn.edu).**



**The University of Connecticut**

**REQUEST FOR PROPOSAL**

**RFP Number: MF080913**

**Personal Computers, Related Hardware, Services and Support**

**Proposal Release Date**

**August 9, 2013**

**Proposal Due Date:**

**September 6, 2013**

**Issued By: Michael Franklin**  
**Purchasing Agent II**  
**Procurement Services**  
**3 North Hillside Road Unit 6076**  
**Storrs, CT 06269-6076**  
**Phone: (860) 486-4970**  
**Fax: (860) 486-5051**  
**e-mail: [michael.franklin@uconn.edu](mailto:michael.franklin@uconn.edu)**

## TABLE OF CONTENTS

Organization of RFP: This RFP is organized as follows:

Part I	Overview
Part II	Demographics
Part III	Definitions
Part IV	Introductions
Part V	Terms and Conditions
Part VI	Requirements
Part VII	Performance Specifications, Vendor Requirements and Sponsorship Opportunity
Part VIII	Connecticut Colleges Purchasing Group (CCPG)
Part IX	References
Part X	Attention Vendors
Part XI	Form of Proposal
Part XII	Notification to Bidders and Connecticut Economic Impact Form
Part XIII	Instructions to Bidders
Part XIV	Vendor's Qualification Statement
Part XV	Attachments
	Sample Confidentiality Agreement
	Affidavits
	• Nondiscrimination Certification
	• Gift and Campaign Contribution Certification
	• Consulting Agreement Affidavit
	• Affirmation of Receipt of State Ethics Laws Summary
	• Non-Collusion Affidavit
	Governor Rell Memo
	Sample Purchasing Agreement
	SEEC Form
	Certified Resolution Sample

**PART I OVERVIEW**  
**UNIVERSITY OF CONNECTICUT**

The University of Connecticut is soliciting proposals from experienced and qualified Vendors to provide the University with custom configured desktop, laptop and workstation computers, hereinafter referred to as Personal Computers, hardware, peripherals, consulting and all related services and support as specified herein for a two (2) year period and a possible two (2), two (2) year extension or parts or a combination thereof. Due to the rapid change in technology and the finite useful life cycle of Personal Computers, the University, in conjunction with the Vendor, will periodically reconfigure and adjust the pricing of the Personal Computer standard configurations and associated peripheral equipment requirements to meet the technological changes.

The University's goal is to exercise due diligence to obtain the most advantageous personal computer, hardware, peripheral, consulting, service and support package possible for the greatest value to the University. Additional details regarding our cost expectations can be found in Part VII Performance Specifications and Vendor Requirements.

As part of this bid requirement all Personal Computers that are identified as the University Personal Computer Standard Configurations will be manufactured and shipped only with internal and external components/peripherals approved by the University Standards Committee.

All Vendors responding to this Request for Proposals (RFP) must be original manufacturers of the equipment being offered, or certified resellers of the equipment offered. Certification must accompany bid; failure to comply with this mandatory requirement will be sufficient reason to reject bid for noncompliance.

All Vendors responding to Part VII Performance Specifications and Vendor Requirements will structure their bid response as follows:

1. state the discount offered (discount off of the published list price for higher education) and
2. the discount breakdown based upon number of units purchased or annual dollars spent. The configurations referenced in Part VII Performance Specifications and Vendor Requirements represent a Market Basket for a price analysis only. The configuration, as priced by each Vendor, will **only** be used to fairly calculate the exact cost of a discount off higher education list price for bid evaluation purposes. The most robust configuration proposed at the most competitive cost (within the defined price point for each configuration) will be scored highest.

It is the University's intent to make an award to a single vendor. However, the University reserves the right to award by item, groups of items or total bid.

Additional requirements of this bid proposal can be found in Part VII Performance Specifications and Vendor Requirements.

**Expenditure History**

The University's average annual expenditures, for Personal Computers over the last two (2) years, are approximately \$3,000,000 per year\*.

However, the University of Connecticut, as a condition of this RFP and subsequent contract, will not commit to annual quantities and/or monetary obligations. Requirements will only be committed through approved purchase orders on an as needed basis.

\*This figure does not include University of Connecticut Health Center or the Connecticut Colleges Purchasing Group (CCPG) expenditures. Participating "CCPG" members are listed in Part VIII of the bid proposal.

## **PART II DEMOGRAPHICS**

UConn is a public research university and academic health center with 8 campuses enrolling approximately 30,000 students in Fall 2012. 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.php>

## **PART III DEFINITIONS**

- 3.0** Bidder, Proposer, Supplier, Respondent and Vendor refer to a Company responding to this Request for Proposal.
- 3.1** Convertible Laptop is a Laptop Computer that folds into a tablet.
- 3.2** Custom Configured Personal Computer is a Personal Computer, which is configured by the user to meet their unique requirements.
- 3.3** Husky Buy is the University's online procurement system where faculty and staff can purchase products electronically at any time. Through Husky Buy, researchers and other end users at the University of Connecticut will be able to easily source and purchase products from suppliers who make their data available electronically through the application.
- 3.4** HuskyPC Standard Personal Computer Configuration is a Personal Computer that is configured, tested and certified, by the University, to be fully compatible with the University's internal infrastructure. The Vendor may not substitute manufacturers or internal components without the express written approval of the University. Note: This does not apply to Standard Configurations that may be requested by other institutions in the Connecticut Colleges Purchasing Group (CCPG), which may negotiate their own requirements, while purchasing computers under the ensuing contract.
- 3.5** Laptop or Traveler Computer is a Personal Computer, which is intended for mobility.
- 3.6** Master Software Image will be supplied by the University of Connecticut to the awarded Vendor for preloading the standard HuskyPC image. Other images may be provided as necessary. Vendor must use the University's licenses.
- 3.7** Pro-card is the University credit card.
- 3.8** Repair time is defined as the period of time between the problem(s) being reported to the Vendor and when the equipment is operating properly.
- 3.9** SciQuest is a Web-based sourcing and requisitioning solution. The University has partnered with SciQuest, Inc. to provide this purchasing tool to its academic and administrative community.
- 3.10** Server is a computer, which is used to network software functionality between two or more personal computers. Standard Image UConn designed software image containing the O/S, drivers, and University specific software.
- 3.11** Standard Image UConn designed software image containing the O/S, drivers, and University specific software.

- 3.12** Workstation is a High Performance Computer with a much faster processor and more memory than a personal computer.
- 3.13** Workstation Technical Support is defined as a technician who works with the University staff to install, configure, and trouble-shoot the HuskyPC.

## PART IV INTRODUCTION

**4.0 Scope:** The University of Connecticut is seeking proposals from qualified suppliers to provide Personal Computers and related services as described in Part I Overview. The University will provide a long-term commitment to create a most effective and dynamic relationship. Our objective is to create a model relationship, which now, and in the future, sets the standard for a relationship between the education and business communities.

**4.1 Support Plan:** We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the Personal Computers on-site and off-site technical support, on-site and off-site sales support as outlined in Part VII Performance Specifications and Vendor Requirements.

**4.2 Term of Contract:** The University plans to award a contract from this RFP for an initial period of two (2) years. This contract may be extended for two (2) additional two (2) year terms or any parts or combination thereof. Said option will be exercised only upon satisfactory performance and by mutual consent of both parties to any contract resulting from this bid or in exchange for consideration from the Vendor that the University deems to be in the University's best interest.

Such intent to extend shall be conveyed to the Vendor in writing sixty (60) days prior to the effective date. However, this contract will not be an exclusive contract. Additional equipment requirements, based upon specific system functionality and/or research projects, will be exempted from this contract. The University reserves the right to issue purchase orders for hardware and related peripherals, at its discretion and in the best interest of the University.

**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 Personal Computers 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 Personal Computers 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 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	August 9, 2013
Mandatory Pre-proposal Conference	There is no pre-proposal conference
Closing Date for Inquiries	August 16, 2013
<b>Submission of RFP Due</b>	<b>September 6, 2013, 2:00 p.m.</b>
Vendor Presentations (if necessary)	To be determined
Anticipated Award Date	October 30, 2013
Date Services to Start	January 1, 2014

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

Michael Franklin  
University of Connecticut  
Purchasing Department  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-4970  
E-mail: [michael.franklin@uconn.edu](mailto:michael.franklin@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 nine (9) copies of the proposal, along with a CD or flash drive containing the proposal, must be submitted in a sealed envelope or box and sent to:  
University of Connecticut  
Purchasing Department  
Attention: Michael Franklin  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076

Reference RFP No. **MF080913**  
**"Personal Computers, Related Hardware, Services and Support"**  
**On or before 2:00 p.m. on September 6, 2013**

**\*\*\*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 five (5) copies of 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, VIII, XI, XIV, and XV.

**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.

**4.8.7 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.

**4.9 Pre-Proposal Conference:** There is no pre-proposal conference scheduled for this solicitation.

**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 XI, 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 4.1 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 November 30, 2013. 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 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.
- 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 4.15.3 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:**

**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.

(a) Commercial General Liability

1. Each Occurrence	\$1,000,000
2. Personal and Advertising Injury	\$1,000,000
3. General Aggregate	\$2,000,000
4. Fire Legal Liability	\$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this award.

- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and awarded vendor against other insurable hazards relating to performance.

**5.14.2** All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of the awarded vendor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut. Policies shall waive the right of recovery against the University and shall be primary.

**5.14.3** As to insurance required by this agreement, a certified copy of each of the policy 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.

## **5.15 RFP Evaluation:**

**5.15.1 RFP Evaluation Criteria:** The award of an Agreement to furnish Personal Computers, Related Hardware, Services and Support will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

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.

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 the Personal Computer Agreement. The University will be the sole judge of the suitability of the proposed Personal Computer Agreement.

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:

<b>Evaluation Criteria</b>		<b>Weight</b>
<b>Pricing/Fee Structure</b>		<b>40 points</b>
	Overall value provided by discounts on market basket (which much also meet the requested configurations and specifications herein), PC catalog, related peripherals, and services; rebates; and other incentives and valuable consideration.	
	Pricing/fee structure is comprehensive, transparent, simple to understand, explained and itemized. Enables the University to have a clear understanding of the costs associated with this proposal and the drivers of those costs.	
	Any proposed alternative pricing scheme that increases the value, transparency, and the ability for the University to accurately forecast costs.	
<b>Organizational Capability and Support Plan</b>		<b>50 points</b>
	Demonstrated experience of the proposer serving as a Personal Computer supplier for higher education institutions.	
	A Support Plan that describe the Personal Computers on-site and off-site technical support, on-site and off-site sales support. Plan shall describe the number, function, relevant experience and competencies of employees and/or contractors assigned for this proposal. Plan should demonstrate the overall quality of team, adequacy of staffing level for the life of the assignment, and that assigned personnel have experience in a higher education setting of a similar or greater size than the University of Connecticut. Plan shall also provide a comprehensive quality control/quality assurance plan and management approach.	
	The overall value of the services provided by the proposer demonstrated through competitive positioning, unique product and service offerings, technological capabilities, and organizational capabilities.	
	A narrative list of at least three higher education institutions for which an PC products and services comparable to the needs of the University have been provided on contract within the last three (3) years. The list should include size, scope and breadth of engagements for those respective clients.	
	Evaluation and rating of the Vendors financial security as demonstrated by audited financial statement.	
<b>References</b>		<b>10 Points</b>
	References from other higher education institutions, whose requirements are similar to those outlined herein that demonstrate professional capability of the firm as a bulk and compressed gas supplier.	
<b>Total Maximum Points Available</b>		<b>100 points</b>

**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 a Personal Computer 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 Personal Computer 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 [michael.franklin@uconn.edu](mailto:michael.franklin@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](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:**

Any Contract awarded pursuant to this solicitation 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.

#### **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

For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission 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 SEEC notice found in Part XV 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of

Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

**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](http://www.nathanhaleinn.com).

**5.32 Termination for Cause**

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

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

**5.33 Termination for Convenience**

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

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

## **PART VI REQUIREMENTS**

### **6.0 Information Provided by the University:**

The University has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current hardware infrastructure and its needs for a system as outlined herein. Among other things, the Personal Computers criteria include requirements to provide the University with superior technical systems and related support.

The University has provided each identified proponent with opportunity to independently collect, review and verify any information provided by or on behalf of the University. 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 Agreement.

Subject to these limitations, this Request for Proposal contains information describing University communities, operations and programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 4 of this document.

### **6.1 Base Proposal Requirements:**

In support of its financial and operational goals and objectives, each Vendor will provide a detailed Personal Computer 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, alternative distribution strategies, operational opportunities, marketing proposals and understanding of the University communities and objectives.

Values offered should not have a negative impact on the market values of other components of this RFP.

### **6.2 Warranty, and Repair Time**

All warranties for Hardware must be included in proposal.

“**Repair time**” is defined as the period of time between the problems being reported to the Vendor and when the equipment is operating properly.

### **6.3 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

#### **6.4 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.

#### **6.5 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.

#### **6.6 Shipments**

If the University chooses to exercise a Central Delivery option in exchange for incentives to be provided by the Vendor, all Storrs deliveries shall be made to a central receiving dock as designated by the University.

Otherwise, **ALL** shipments to the University will be delivered **INSIDE** to the building and room as specified on the Purchase Order. **UNLESS SPECIFIED, NO DELIVERIES ARE TO THE DOCK.**

#### **6.7 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

#### **6.8 Software Site License**

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 any agreement resulting from this RFP.

#### **6.9 Husky Buy and SciQuest**

The requested items must be available for purchase through a punch-out web hosted catalog within the University's Husky Buy application. Husky Buy is the University's online procurement system where faculty and staff can purchase products electronically at any time. The University has partnered with SciQuest, Inc. to provide this purchasing tool to its academic and administrative community. SciQuest is a Web-based sourcing and requisitioning solution for laboratory products, office supplies, electronics and other commodities. Through Husky Buy, researchers and other end users at the University will be able to easily source and purchase products from suppliers who make their data available electronically through the application.

#### **6.10 Parts Locker**

The vendor shall state the option and availability of either an onsite or offsite parts locker to provide easy access to parts for the University to make necessary PC repairs. The vendor shall state whether there would be discounts and incentives for the University to host its own parts locker through a Central Delivery point. Vendors should not assume space will be provided for stocking spare parts. Vendors' proposals might contain multiple solutions for this requirement, including space on and off campus. Although spare parts are to be at no additional cost to the University, vendors should provide information on any impact this solution would have on costs.

**PART VII  
PERFORMANCE SPECIFICATIONS, VENDOR REQUIREMENTS AND SPONSORSHIP  
OPPORTUNITY**

**7.0 The following specifications and requirements are to be addressed in the Vendor's response.**

**7.1** The following requirements are presented as a minimum expectation for any vendor's proposal to be considered. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

**7.1.0 Organizational Capability & Support Plan**

**7.1.0.1** General Proposer's Information – Vendor must provide detailed information on their company including but not limited to the following:

- Company or contractor name and home office address
- CT license # (successful firm(s) must be licensed to do business in the State of Connecticut at the time of contract execution)
- Name, telephone number, and e-mail address of contact person
- Year the company was established and number of years in business, if applicable
- Number of years the proposer has been providing Personal Computers, other hardware, peripherals, and all related support
- Detailed information on the services offered
- Size (in terms of dollars) of proposer's current and active customer base
- Number and nature of legal actions currently in litigation against the proposer
- The proposer's primary line of business
- Current size (number of employees) of proposer's company
- Location of the office that will be primarily serving the University
- State of Connecticut DAS Certified Small Business Proposer – if applicable
- State of Connecticut DAS Certified Minority Business Proposer – if applicable

**7.1.0.2** Vendor must describe their company's experience in delivering services similar in size and breadth to the scope of this RFP to higher education institutions. Proposals must demonstrate a minimum of five (5) years of experience in providing products and services similar to those outlined in this RFP.

**7.1.0.3** Vendor must provide a narrative list of at least three higher education institutions for which an PC products and services comparable to the needs of the University have been provided on contract within the last three (3) years. The list should include size, scope and breadth of engagements for those respective clients.

**7.1.0.4** Vendor must describe how their company has positioned itself to provide products and services that are competitively unique or provide value beyond competing companies, and how they rank in particular goods and services relative to their competitors, related to the scope of products and services as outlined in this RFP.

**7.1.0.5** Vendor must include a Support Plan that describe the Personal Computers (possible on-site) and off-site technical support, on-site and off-site sales support. Plan shall describe the number, function, relevant experience and competencies of employees and/or contractors assigned for this proposal. Plan should demonstrate the overall quality of team, adequacy of staffing level for the life of the assignment, and that assigned personnel have experience in a higher education setting of a similar or greater size than the University of Connecticut. Plan shall also provide a comprehensive quality control/quality assurance plan and management approach.

- 7.1.0.6 Vendor must provide resumes/CVs of key employees/consultants and management team that would be utilized under an awarded Contract, including narratives on their areas of specialty or expertise relevant to the scope of products and services as outlined in this RFP as well as details on their professional affiliations and participation. Vendor should include work protocols, standard procedures and control measures implemented by their firm and its staff.
- 7.1.0.7 Organizational Chart – Provide an organizational chart showing the hierarchical structure of functions and positions within its organization.
- 7.1.0.8 Vendor must describe their experience in the use of SciQuest and the creation of punch-out catalogs. Vendor must also describe their capability in creating a guided end user interface in directing end users to appropriate computer models and products based upon the end users' responses to questions regarding their technology needs.
- 7.1.0.9 Vendor **must** provide a copy of their most recent audited financial statement.

### 7.1.1 Pricing

- 7.1.1.1 Vendor must provide pricing for the Market Basket configurations, IN A SEALED ENVELOPE OR BOX, separate from their detailed proposal, indicating higher education list and discounted price per part as well as with discount percentage, for each piece of hardware specified in section 7.4.1 through 7.4.1.8 inclusive. **Failure to comply with this mandatory requirement will be sufficient reason to reject proposal for noncompliance.**
- 7.1.1.2 The University must also have the option to purchase other computer related items, not specifically named herein, from the awarded vendor's **entire catalog**. This includes, but is not limited to, items such as tablets, servers, storage, virtual desktop solutions, software, peripherals, training, consulting, miscellaneous services, etc.  
  
In addition to the Market Basket configurations, Vendor must also provide a list of general product categories, other manufacturers (where applicable) and associated discount percentages for each classification (see 7.1.1.1 for additional details).  
  
By mutual consent of both parties, new product lines may be added during the course of the contract.
- 7.1.1.3 Vendor should provide a price list for consulting services in the area of system configuration and architecture standards, system and device optimization, maximizing the output and efficiency of advanced computing functions, and other consulting services as it may be related to the operation, efficiency, optimization, and networking of hardware and software related to the Vendors PC and peripheral product offering. Price list should include hourly rates and task-based rates, if applicable, for each functional area of consulting as well as descriptions of the consulting services. Price list should be included in the same sealed envelope as the pricing in 7.1.1.1 and 7.1.1.2.

### 7.1.2 Discounts

- 7.1.2.1 Vendor's proposal must specify the discount percentage from higher education pricing that will apply to all current and future purchases. Vendor's proposal must include discount percentages for each area in their PC and peripheral catalog, including but not limited to:
  - 7.1.2.1.1 PC Hardware
  - 7.1.2.1.2 PC Periphery
  - 7.1.2.1.3 Software

**7.1.2.1.4 Printers**

**7.1.2.1.5 Ink Cartridges & Toner**

**7.1.2.1.6 Scanners**

**7.1.2.1.7 Multi-function Devices**

**7.1.2.1.8 Servers**

**7.1.2.1.9 All other product categories Vendor is offering through this proposal**

**7.1.2.1.10 All service categories Vendor is offering through this proposal**

**7.1.2.2 Additional discounts must also be offered for:**

- Individual volume purchases (based on 10+ units, i.e.); proposal must indicate price break points and will be subject to negotiation at time of award.
- Volume discounts must also apply to orders consisting of multiple configurations on hardware.
- Tiered volume discounts MAY be offered for aggregate value of annual purchases.
- Additional discounts or rebates to be provided if the University should choose to have central delivery for the Storrs campus as opposed to desktop delivery. It is the expectation that should the University have central delivery that a parts locker would be maintained at the central delivery point. Vendor will notify the University of any CCPG member, state agency, or any other body or institution that chooses to utilize the resulting contract and will provide the University with any projected spend data and aggregate actual spend data on a quarterly basis.
- Vendor must also provide additional discounts or rebates based on other institutions (Connecticut Colleges Purchasing Group - CCPG) utilization of resulting contract.
- The vendor will supply quarterly revisions to discount tables to reflect aggregate unit purchases made through this contract. This aggregate count will include sales offered to CCPG affiliates if the contract is extended to CCPG, other state agencies or the UConn Health Center. Total counts will be based on units ordered during the quarterly period. Total sales number would include ALL models ordered.
- During the term of any contract resulting from this RFP, any decreases at the manufacturing level passed on to the Vendor, for any component of the University's hardware configuration, must be passed on to the University of Connecticut.

**7.1.2.3 Optional upgrades:**

- For each price-point level, the vendor will list the best possible upgrade options for each component to include service/support.
- Upgrades and peripherals should be made available to the University of Connecticut at the University's discounted price.

**7.1.2.4 Proven Price Point Discount:**

- Vendor will provide cost to the University of Connecticut as shown for the market basket items in 7.2, as well as the percent (%) discount from higher education pricing. Validation for this discount to the University will be accomplished by a price comparison between the same price point model compared to the same model available to higher education.

**7.2 Hardware Requirements:**

**7.2.1** All purchased equipment must be new; the University reserves the right to review and adjust hardware specs at any time.

**7.2.2 The Personal Computers MUST have the following:**

- Hardware non-volatility clause (lifecycle of computers must span more than one year per model to ensure support continuity).
- Microsoft Windows 7 and 8 compatible.
- Driver support for Microsoft Windows 7 for a minimum of 5 years.

- Front accessible USB / audio ports.
- Vendor must specify the following on all systems submitted for consideration:
  - RAM configuration
  - Maximum RAM capacity
  - Maximum hard disk drive storage capacity
  - Maximum number of hard disk drives available to the system
  - Vendor must explicitly state upgradeability of all system components
- All systems must have capacity for future upgrades with minimum waste (parts expenditure and/or replacement):
  - RAM DIMM configuration
  - Specify number of empty bays\slots
  - Sufficient power supply
  - Hard drive

**7.2.3 The Personal Computers SHOULD have the following:**

- Common chipset/bus architecture
- Image compatibility (See 7.5.1.4 Technical Expectations)

**7.2.4 It is preferable that the Personal Computers have the following features:**

Vendor must provide pricing on available peripherals, such as (but not limited to):

- External hard drives
- USB keys
- Docking stations
- Dual monitors

**Desktop Models**

- The following configurations should be submitted for standard form factor models to meet the following typical user needs.
  - User profile: **Light Duty Business (Ultra Small Form Factor)**
    - For light-duty work; low-expense system
  - User profile: **Standard Business (Desktop)**
    - Typical business use with mid-range capabilities
  - User profile: **Power User (Minitower)**
    - High-power machine for use in research or technology-driven areas.
  - User profile: **Workstation**
    - High-power machine for use in research or technology-driven areas.

<b>Desktop Models</b>	<b>Light Duty Business (Ultra Small Form Factor)</b>	<b>Standard Business (Desktop)</b>	<b>Power User (Minitower)</b>	<b>Workstation</b>
<b>Processor</b> (min. spec. ex.)	Intel i3 Dual Core (i3-3220)	Intel i5 Quad Core Intel (i5-3570)	Intel i5 Quad Core (i5-3570)	Intel Xeon Four Core (E5-2603)
<b>Operating System</b>	Windows 7	Windows 7	Windows 7	Windows 7
<b>Optical Drive</b>	16X DVD+/-RW	16X DVD+/-RW	16X DVD+/-RW	16X DVD+/-RW
<b>RAM</b>	8 GB	8 GB	8 GB	16 GB
<b>Video</b>	Integrated graphics	VGA OR Dual DVI capable	VGA OR Dual DVI capable	VGA OR Dual DVI capable
<b>RAID</b>	No	No	Raid 1	Raid 1
<b>64bit compatible</b>	Yes	Yes	Yes	Yes
<b>Hard Drive</b>	500GB 7200rpm SATA	500GB 7200rpm SATA	500GB 7200rpm SATA (X2)	1TB 7200rpm SATA (X2)
<b>Monitor</b>	19" Widescreen VIS,VGA/DVI	19" Widescreen VIS,VGA/DVI, option for upgrades	23" Widescreen VIS,HAS,VGA,DVI, option for upgrades	23" Widescreen VIS,HAS,VGA,DVI, option for upgrades
<b>Speakers</b>	Integrated or attached to monitor	Integrated or attached to monitor	Integrated or attached to monitor	Integrated or attached to monitor
<b>NIC</b>	Integrated Intel	Integrated Intel	Integrated Intel	Integrated Intel

### Portable Models

- The following configurations should be submitted for laptop models to meet the following typical user needs.
  - User profile: **Light Duty Business (Budget)**
    - For light-duty work; low-expense system
  - User profile: **Standard Business (Desktop Replacement)**
    - Typical business use with mid-range capabilities
  - User Profile: **Traveler (Ultrabook)**
    - Highly portable notebook with mid-range capabilities
  - **Convertible** User Preference
    - Typical business use with mid-range capabilities

Portable Models	Light Duty Business (Budget)	Standard Business (Desktop Replacement)	Traveler (Ultrabook)	Convertible
<b>Processor</b> (min. spec. ex.)	Intel i5 Dual Core (i5-3230M)	Intel i5 Dual Core (i5-3230M)	Intel i5 Dual Core (i5-3437U)	Intel i5 Dual Core Intel (i5-4200U)
<b>Operating System</b>	Windows 7	Windows 7	Windows 7	Windows 8
<b>Optical Drive</b>	8X DVD+/-RW	8X DVD+/-RW	Option for external optical device	Option for external optical device
<b>RAM</b>	4 GB	8 GB	8 GB	4 GB
<b>Video</b>	Integrated graphics	Integrated graphics (dual monitor option)	Integrated graphics	Integrated graphics
<b>64bit compatible</b>	Yes	Yes	Yes	Yes
<b>NIC</b>	Integrated Intel	Integrated Intel	Integrated Intel	Optional
<b>Integrated Wireless</b>	Intel Wireless	Intel Wireless	Intel Wireless	Intel Wireless
<b>Integrated Bluetooth</b>	No	Yes	Yes	Yes
<b>Hard Drive</b>	320GB 5400rpm	500GB 7200rpm	128GB Solid State Drive	128GB Solid State Drive
<b>LCD</b>	14"	14"	14"	12" Touch Screen
<b>Battery</b>	Insert battery life boilerplate	Insert battery life boilerplate	Insert battery life boilerplate	Insert battery life boilerplate
<b>Docking Station Availability</b>	Yes	Yes	Yes	Optional
<b>Additional</b>	Webcam	Webcam	Webcam	Webcam

In addition to requirements listed above, the vendor is required to specify the following on all portable systems submitted:

- Weight
- Battery life
- Hard drive capacity RPM
- Screen Size
- Internal or external optical drive

- Upgrade options

### **7.3 Additional Considerations**

**7.3.1** Vendor's proposal must provide details on their hardware features which demonstrate environmental sensitivity (i.e., lead-free chassis, emissions, etc)

**7.3.2** Vendor's proposal must include details of security offerings available on hardware:

- Asset tracking software
- Biometric security features
- Encryption capability
- Remote assistance software
- Theft recovery software

**7.3.3** Vendor's proposal should include details of workstation management available on hardware: The University currently utilizes ConfigMgr 2012 (formerly SCCM) as their workstation management solution. Please provide any tools or services the vendor can offer to integrate their products into this chosen management solution.

Integration is considered tools that aid in:

- Warranty lookup
- Driver management
- BIOS management
- Miscellaneous aspects of system administration

These tools or services should be provided at no additional cost to the University.

**7.3.4** As part of their bid, Vendors should offer consulting services in the area of system configuration and architecture standards, system and device optimization, maximizing the output and efficiency of advanced computing functions, and other services as it may be related to the operation, efficiency, optimization and networking of hardware and software related to the product offering of the vendor as a result of this RFP. Vendor will be expected to provide hourly rates for each functional area of consulting as well as provide descriptions of the consulting services.

## 7.4 Market Basket Pricing

**7.4.1** Vendor must supply itemized pricing for each component of the configurations as shown below. Pricing must be provided as described in 7.1.1 (separate, sealed envelope). Pricing to be based on a build-order of one machine for the market basket, based on the University's estimated annual purchasing history and must include all service and support as itemized in Part 7.5.

7.4.1.1 - 7.4.1.8 contains examples of base models. Users will have access to additional configuration choices that will allow for the adjustment of price vs. performance. The final standard configurations will be negotiated prior to award.

<b>7.4.1.1</b>	<b>Desktop Models</b>	<b>Light Duty Business (Ultra Small Form Factor) Description/Brand/Model</b>	<b>Discounted Bid Price</b>	<b>% Discount from Higher Education List Price</b>
----------------	-----------------------	--	---------------------------------	--

**PRICE NOT TO EXCEED \$710.00:**  
Example should include a minimum 3 year warranty

**64bit /Windows 7/8 compatible**

Processor \_\_\_\_\_ \$ \_\_\_\_\_

Optical Drive \_\_\_\_\_ \$ \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Video \_\_\_\_\_ \$ \_\_\_\_\_

RAID (Y/N) \_\_\_\_\_ \$ \_\_\_\_\_

Hard Drive/RPM \_\_\_\_\_ \$ \_\_\_\_\_  
(Serial ATA)

Monitor \_\_\_\_\_ \$ \_\_\_\_\_

Speakers \_\_\_\_\_ \$ \_\_\_\_\_

NIC \_\_\_\_\_ \$ \_\_\_\_\_

**Total for above \$ \_\_\_\_\_**

Front accessible USB/audio ports: \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Maximum RAM capacity: \_\_\_\_\_

Dual video (Y/N): \_\_\_\_\_

Maximum hard disk drive capacity: \_\_\_\_\_

Maximum number of hard disk drives: \_\_\_\_\_

**Describe the upgradeability of all system components:**

RAM DIMM configuration \_\_\_\_\_ Number of empty bays/slots: \_\_\_\_\_

Power supply: \_\_\_\_\_

Hard drive upgradeable (specify sizes and cost): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost to upgrade video card (specify all options): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

7.4.1.2	Desktop Models	Standard Business (Desktop)	Discounted Bid Price	% Discount from Higher Education List Price
---------	----------------	-----------------------------	----------------------	---

Description/Brand/Model

**PRICE NOT TO EXCEED \$920.00:**

Example should include a minimum 3 year warranty

**64bit /Windows 7/8 compatible**

Processor \_\_\_\_\_ \$ \_\_\_\_\_

Optical Drive \_\_\_\_\_ \$ \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Video \_\_\_\_\_ \$ \_\_\_\_\_

RAID (Y/N) \_\_\_\_\_ \$ \_\_\_\_\_

Hard Drive/RPM \_\_\_\_\_ \$ \_\_\_\_\_  
(Serial ATA)

Monitor \_\_\_\_\_ \$ \_\_\_\_\_

Speakers \_\_\_\_\_ \$ \_\_\_\_\_

NIC \_\_\_\_\_ \$ \_\_\_\_\_

Total for above \$ \_\_\_\_\_

Front accessible USB/audio ports: \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Maximum RAM capacity: \_\_\_\_\_

Dual video (Y/N): \_\_\_\_\_

Maximum hard disk drive capacity: \_\_\_\_\_

Maximum number of hard disk drives: \_\_\_\_\_

**Describe the upgradeability of all system components:**

RAM DIMM configuration \_\_\_\_\_ Number of empty bays/slots: \_\_\_\_\_

Power supply: \_\_\_\_\_

Hard drive upgradeable (specify sizes and cost): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost to upgrade video card (specify all options): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

7.4.1.3	Desktop Models	Power User (Minitower)	Discounted Bid Price	% Discount from Higher Education List Price
---------	----------------	------------------------	-------------------------	--

Description/Brand/Model

**PRICE NOT TO EXCEED \$1,220.00:**

Example should include a minimum 3 year warranty

**64bit /Windows 7/8 compatible**

Processor \_\_\_\_\_ \$ \_\_\_\_\_

Optical Drive \_\_\_\_\_ \$ \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Video \_\_\_\_\_ \$ \_\_\_\_\_

RAID (Y/N) \_\_\_\_\_ \$ \_\_\_\_\_

Hard Drive/RPM \_\_\_\_\_ \$ \_\_\_\_\_  
(Serial ATA)

Second Hard Drive/RPM \_\_\_\_\_ \$ \_\_\_\_\_  
(Where applicable)

Monitor \_\_\_\_\_ \$ \_\_\_\_\_

Speakers \_\_\_\_\_ \$ \_\_\_\_\_

NIC \_\_\_\_\_ \$ \_\_\_\_\_

Total for above \$ \_\_\_\_\_

Front accessible USB/audio ports: \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Maximum RAM capacity: \_\_\_\_\_

Dual video (Y/N): \_\_\_\_\_

Maximum hard disk drive capacity: \_\_\_\_\_

Maximum number of hard disk drives: \_\_\_\_\_

**Describe the upgradeability of all system components:**

RAM DIMM configuration \_\_\_\_\_ Number of empty bays/slots: \_\_\_\_\_

Power supply: \_\_\_\_\_

Hard drive upgradeable (specify sizes and cost): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost to upgrade video card (specify all options): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

7.4.1.4	Desktop Models	Workstation	Discounted Bid Price	% Discount from Higher Education List Price
---------	----------------	-------------	----------------------	---

Description/Brand/Model

**PRICE NOT TO EXCEED \$2,820.00:**

Example should include a minimum 3 year warranty

**64bit /Windows 7/8 compatible**

Processor \_\_\_\_\_ \$ \_\_\_\_\_

Optical Drive \_\_\_\_\_ \$ \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Video \_\_\_\_\_ \$ \_\_\_\_\_

RAID (Y/N) \_\_\_\_\_ \$ \_\_\_\_\_

Hard Drive/RPM \_\_\_\_\_ \$ \_\_\_\_\_  
(Serial ATA)

Monitor \_\_\_\_\_ \$ \_\_\_\_\_

Speakers \_\_\_\_\_ \$ \_\_\_\_\_

NIC \_\_\_\_\_ \$ \_\_\_\_\_

Total for above \$ \_\_\_\_\_

Front accessible USB/audio ports: \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Maximum RAM capacity: \_\_\_\_\_

Dual video (Y/N): \_\_\_\_\_

Maximum hard disk drive capacity: \_\_\_\_\_

Maximum number of hard disk drives: \_\_\_\_\_

**Describe the upgradeability of all system components:**

RAM DIMM configuration \_\_\_\_\_ Number of empty bays/slots: \_\_\_\_\_

Power supply: \_\_\_\_\_

Hard drive upgradeable (specify sizes and cost): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost to upgrade video card (specify all options): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

7.4.1.5	Portable Models	Light Duty Business (Budget)	Discounted Bid Price	% Discount from Higher Education List Price
		Description/Brand/Model		
<b>PRICE NOT TO EXCEED \$800.00:</b>				
Example should include a minimum 3 year warranty				
<b>64bit /Windows 7/8 compatible</b>				
Processor	_____		\$ _____	_____
Optical drive	_____		\$ _____	_____
RAM	_____		\$ _____	_____
Video	_____		\$ _____	_____
NIC	_____		\$ _____	_____
Integrated Wireless	_____		\$ _____	_____
Integrated Bluetooth	_____		\$ _____	_____
Docking station availability	_____		\$ _____	_____
<b>Total for above</b>			\$ _____	
Weight	_____			
Battery life	_____			
Hard drive capacity	_____			
Screen Size	_____	Resolution _____		
Internal or external optical drive	_____			
Front accessible USB/audio ports:	_____			
RAM configuration	Slots: _____	Number of modules: _____	Size: _____	
Maximum RAM capacity:	_____			
Maximum hard disk drive capacity:	_____			
Maximum number of hard disk drives:	_____			
<b>Describe the upgradeability of all system components:</b>				
RAM DIMM configuration	_____			
Number of empty bays/slots:	_____			
Power supply:	_____			
Hard drive upgradeable (specify sizes and cost):	_____	\$ _____	\$ _____	
	_____	\$ _____	\$ _____	
Cost to upgrade video card (specify all options):	_____	\$ _____	\$ _____	
Cost to upgrade screen on laptop (specify all options):	_____	\$ _____	\$ _____	
Cost for accidental damage insurance; specify number of years and cost:	_____	\$ _____	\$ _____	

7.4.1.6	<b>Portable Models</b>	<b>Standard Business (Desktop Replacement) Description/Brand/Model</b>	<b>Discounted Bid Price</b>	<b>% Discount from Higher Education List Price</b>
---------	------------------------	--	---------------------------------	--

**PRICE NOT TO EXCEED \$1,050.00:**

Example should include a minimum 3 year warranty

**64bit /Windows 7/8 compatible**

Processor \_\_\_\_\_ \$ \_\_\_\_\_

Optical drive \_\_\_\_\_ \$ \_\_\_\_\_

RAM \_\_\_\_\_ \$ \_\_\_\_\_

Video \_\_\_\_\_ \$ \_\_\_\_\_

NIC \_\_\_\_\_ \$ \_\_\_\_\_

Integrated Wireless \_\_\_\_\_ \$ \_\_\_\_\_

Integrated Bluetooth \_\_\_\_\_ \$ \_\_\_\_\_

Docking station availability \_\_\_\_\_ \$ \_\_\_\_\_

**Total for above** \$ \_\_\_\_\_

Weight \_\_\_\_\_

Battery life \_\_\_\_\_

Hard drive capacity \_\_\_\_\_

Screen Size \_\_\_\_\_ Resolution \_\_\_\_\_

Internal or external optical drive \_\_\_\_\_

Front accessible USB/audio ports: \_\_\_\_\_

RAM configuration Slots: \_\_\_\_\_ Number of modules: \_\_\_\_\_ Size: \_\_\_\_\_

Maximum RAM capacity: \_\_\_\_\_

Maximum hard disk drive capacity: \_\_\_\_\_

Maximum number of hard disk drives: \_\_\_\_\_

**Describe the upgradeability of all system components:**

RAM DIMM configuration \_\_\_\_\_

Number of empty bays/slots: \_\_\_\_\_

Power supply: \_\_\_\_\_

Hard drive upgradeable (specify sizes and cost): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost to upgrade video card (specify all options): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost to upgrade screen on laptop (specify all options): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Cost for accidental damage insurance; specify number of years and cost: \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

7.4.1.7	Portable Models	Traveler (Ultrabook)	Discounted Bid Price	% Discount from Higher Education List Price
		Description/Brand/Model		
<b>PRICE NOT TO EXCEED \$1,200.00:</b>				
Example should include a minimum 3 year warranty				
<b>64bit /Windows 7/8 compatible</b>				
Processor	_____		\$ _____	_____
Optical drive	_____		\$ _____	_____
RAM	_____		\$ _____	_____
Video	_____		\$ _____	_____
NIC	_____		\$ _____	_____
Integrated Wireless	_____		\$ _____	_____
Integrated Bluetooth	_____		\$ _____	_____
Docking station availability	_____		\$ _____	_____
<b>Total for above</b>			\$ _____	_____
Weight	_____			
Battery life	_____			
Hard drive capacity	_____			
Screen Size	_____	Resolution _____		
Internal or external optical drive	_____			
Front accessible USB/audio ports:	_____			
RAM configuration	Slots: _____	Number of modules: _____	Size: _____	
Maximum RAM capacity:	_____			
Maximum hard disk drive capacity:	_____			
Maximum number of hard disk drives:	_____			
<b>Describe the upgradeability of all system components:</b>				
RAM DIMM configuration	_____			
Number of empty bays/slots:	_____			
Power supply:	_____			
Hard drive upgradeable (specify sizes and cost):	_____	\$ _____	\$ _____	
	_____	\$ _____	\$ _____	
Cost to upgrade video card (specify all options):	_____	\$ _____	\$ _____	
Cost to upgrade screen on laptop (specify all options):	_____	\$ _____	\$ _____	
Cost for accidental damage insurance; specify number of years and cost: _	_____	\$ _____	\$ _____	

7.4.1.8	Portable Models	Convertible	Discounted Bid Price	% Discount from Higher Education List Price
Description/Brand/Model				
<b>PRICE NOT TO EXCEED \$1,150.00:</b>				
Example should include a minimum 3 year warranty				
<b>64bit /Windows 8 compatible</b>				
Processor	_____		\$ _____	_____
Optical drive	_____		\$ _____	_____
RAM	_____		\$ _____	_____
Video	_____		\$ _____	_____
NIC	_____		\$ _____	_____
Integrated Wireless	_____		\$ _____	_____
Integrated Bluetooth	_____		\$ _____	_____
Docking station availability	_____		\$ _____	_____
<b>Total for above</b>			\$ _____	_____
Weight	_____			
Battery life	_____			
Hard drive capacity	_____			
Screen Size	_____	Resolution _____		
Internal or external optical drive	_____			
Front accessible USB/audio ports:	_____			
RAM configuration	Slots: _____	Number of modules: _____	Size: _____	
Maximum RAM capacity:	_____			
Maximum hard disk drive capacity:	_____			
Maximum number of hard disk drives:	_____			
<b>Describe the upgradeability of all system components:</b>				
RAM DIMM configuration	_____			
Number of empty bays/slots:	_____			
Power supply:	_____			
Hard drive upgradeable (specify sizes and cost):	_____	\$ _____	\$ _____	
	_____	\$ _____	\$ _____	
Cost to upgrade video card (specify all options):	_____	\$ _____	\$ _____	
Cost to upgrade screen on laptop (specify all options):	_____	\$ _____	\$ _____	
Cost for accidental damage insurance; specify number of years and cost: _	_____	\$ _____	\$ _____	

## 7.5 Service and Support

7.5.1 Vendor's proposal must include, but not be limited to, the following service and support:

### 7.5.1.1 Sales Expectations

- Ordering:
  - Vendor must provide a custom punch-out web hosted catalog within the University's Husky Buy application that provides packages/configurations that are developed by and specific to the University of Connecticut. Parts and Accessories should also be available via this catalog. Pricing for this catalog must represent the contract discounts. This catalog should allow users to configure computers, within the UConn selected standard, and save them as a reference-able quote. The quote must be valid for a minimum of 30 days.
  - Vendor must also be able to accept requests for quotes via email and phone, and must be able to email a copy of the quote to the requestor. Quotes must reflect all contracted pricing and should be valid for a minimum of 30 days. The full configuration should be able to be referenced from that quote. Vendor must specify how long their quotes are valid.
  - Vendor must accept Pro-card orders for parts and accessories. Pricing for these orders must reflect all contract discounts. No state or federal taxes can be added.
  - If the contract is extended to the CCPG, the vendor must provide a custom online catalog for CCPG, which contains all products, parts, and accessories available. Pricing for this catalog must represent the contract discounts, but should not contain any of UConn's customizations, SKUs, or service contracts.
  - Vendor must have a clearly defined return policy and must provide the policies details.
  - Volume discounts must be provided based on unit count per order.
  - Vendor must be able to receive Purchase Orders via email.
  - Vendor should be able to invoice via customized flat file.
  - Vendor must provide a punch-out web hosted catalog within the University's Husky Buy application that will include tracking numbers, delivery notification, and order placed confirmation.

### 7.5.1.2 Sales Team

- Vendor sales team, by appointment, should have a bi-weekly presence on the Storrs campus and a regular presence at all UConn branch campuses.
- Vendor must provide semi-annual sales, trends, roadmaps, and planning presentation to the UConn Software Licensing Group.
- Vendor must provide details on custom reports available to UConn via the web or by request.
- Vendor must provide presentations on upcoming model releases.
- Vendor must provide a minimum of 2 months notice prior to a standard configuration going End of Life (EOL).
- Vendor must have a yearly meeting to take feedback from local UConn IT staff.
- Vendor must provide access to technical sales people and managers for all system types.
- Vendor must clearly define their complaint escalation process in regards to sales and support issues.
- Vendor must provide demo units for evaluation within two weeks of those models being available for sale to general public.
- Vendor must notify UConn of technical and sales backups if primary contact(s) are absent or unavailable.

### 7.5.1.3 Logistical Expectations

- Vendor must provide inside delivery - to desk or specified building and room. Some buildings may not have elevators. Details will be provided.
- Delivery must be within one week of the estimated delivery date.
- Vendor must be able to ship new systems, parts, and support parts worldwide in accordance with federal and state export laws.
- Standard shipping cost should be included.
- Vendor should have the capability to provide asset tagging/custom labels. Vendor should define their tagging/labeling options.
- Failure to comply with any or all delivery requirements will result in Vendor providing a discount or credit

### 7.5.1.4 Technical Expectations

- Imaging
  - The systems should be priced to include a Windows 7 Home Premium license (or Windows 8 where applicable) but will be shipped with the University's standard image which includes Windows 7 Enterprise. The University's campus agreement allows for an upgrade from Windows 7 Home Premium to Windows 7 Enterprise. The systems should come pre-imaged from the vendor.)
  - Vendor must have the capability to provide computers pre-imaged from the factory using custom computer images created by UConn.
  - Vendor must also provide the option to provide computers with the default factory image, or no image.
  - Vendor must provide a technical contact to engage with image building issues (driver issues, etc.)
  - Vendor must provide demo units for imaging within two weeks of their availability for sale.
  - Vendor must define process to submit images – format, method (sFTP, cd/dvd, etc.)
  - Vendor must allow for image modification and define the intervals at which the images may be modified. Vendor should define the process for emergency image change/upload and state the total number of images that that can be on file to be used. Provide details on process to select a different image from the standard.
- Vendor must provide downloadable driver packages for each PC model at no additional cost.
- Computers must support Windows 7/8 32-bit/64-bit, and Linux.
- Vendor must provide initial details as to the lifecycle of their product, and specify the length of the transition period between models. This information must also be provided semi-annually.

### 7.5.1.5 Support Expectations

- Vendor must provide three (3) year next business day parts and labor warranty with options for four (4) years and five (5) years at time of purchase.
- Vendor must provide the ability to extend the warranty after the initial purchase for up to, and including, five (5) years from date of purchase.
- Parts/labor must be available worldwide in accordance with federal and state export laws.
- Vendor must have worldwide toll-free 24x7 phone support available to all users.
- The Vendor must provide direct access to 2<sup>nd</sup> level support for all UConn IT staff as necessary
- Phone support for all systems must be handled by a United States call center.
- Vendor should have the option to provide same-day onsite support for critical systems and specific incidents.

- Vendor must describe their method to provide a stock of common spare parts to the University for systems purchased at no additional cost (for example: hard drives, motherboards, network cards, memory, optical drives, pre-imaged hard drives). Vendor must provide details as to how the parts will be provided and distributed. The number of parts kept for each system should be based on a % of units that have been sold to the University and are still under warranty.
- It is **DESIRED BUT NOT REQUIRED**, that the Vendor use new replacement parts and not refurbished parts for warranty service.
- Vendor must provide quarterly reports that include: incident count/type, resolution performance, and count/type of replacement parts shipped.
- Vendor must provide change notifications for all systems via email (BIOS changes, driver updates, hardware/image impacting changes).
- Web Tools
  - Vendor must have a detailed web based system for documentation, troubleshooting, repair, technical support, and driver downloads.
  - Vendor must have a web based system that can display original system configurations as well as warranty dates.
  - Vendor must have downloadable diagnostic tools for all systems.
  - Vendor must provide details of their method for requesting repair parts online for UConn IT Staff. These parts should be shipped and/or installed under the terms of the warranty. Notification should be sent within 15 minutes to confirm the request.
  - Vendor should provide details on any web based certification process available for local UConn IT Staff.
- Vendor must allow UConn the option to become a 3<sup>rd</sup> party maintainer in which the University will be compensated for all work done by University IT Staff in place of the Vendor's service providers.
- Vendor must provide UConn with a single point of contact for escalation issues in regard to support, system wide failures, and safety issues. This contact is responsible for coordinating, to resolution, all issues referred to them. Contact is responsible for being not only reactive, but proactive in notifying and working with the University when an issue arises.
- Vendor must have a method for bulk delivery and installation of defective/recall parts based on installed unit base. Explicit details must be included with proposal.
- Vendor must have optional three (3) year accidental damage coverage available for all portable models.
- Vendor must have a method to allow the University to retain hard drives that cannot legally be returned under the normal terms of the warranty.

### 7.5.2 Service and Support Worksheet

All Vendors must complete the table below in order to be considered for the bid. Vendors should check "Yes" if they have the means to satisfy an item in the table. Vendors should check "No" if they do not have the means to satisfy an item in the table. Details for how an item requirement will be met must be provided. Alternative solutions/capabilities may also be provided in the details/notes section. The worksheet will be made available digitally upon request.

<b>Sales Expectations</b>	
<b>Ordering</b>	
1a. Vendor must provide a custom punch-out web hosted catalog within the University's Husky Buy application that provides packages/configurations that are developed by and specific to the University of Connecticut.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
1b. Parts and Accessories should also be available via this catalog.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
1c. Pricing for this catalog must represent the contract discounts.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
1d. This catalog should allow users to configure computers, within the UConn selected standard, and save them as a reference-able quote.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
1e. Online quotes must be valid for a minimum of 30 days.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
2a. Vendor must also be able to accept requests for quotes via email and phone, and must be able to email a copy of the quote to the requestor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
2b. Phone/Email quotes must reflect all contracted pricing and should be valid for a minimum of 30 days. Vendor must specify how long their quotes are valid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	

2c. The full configuration is able to be referenced from that quote.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
3. Vendor must accept Pro-card orders for parts and accessories. Pricing for these orders must reflect all contract discounts. No state or federal tax can be added.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
4a. If the contract is extended to the CCPG, the Vendor must provide a custom online catalog for CCPG, which contains all products, parts, and accessories available.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
4b. Pricing for the CCPG catalog must represent the contract discounts, but should not contain any of UConn’s customizations, SKUs, or service contracts.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
5. Vendor must have a clearly defined return policy and must provide the policy’s details.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
6. Volume discounts must be provided based on unit count per order.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
7. Vendor must be able to receive Purchase Orders via fax and email.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
8. Vendor must provide a punch-out web hosted catalog within the University’s Husky Buy application that will include tracking numbers, delivery notification, and order placed confirmation.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Details/Notes:	
8b. Vendor must provide information on how many contacts can be included in status notifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
<b>Sales Team</b>	
10. Vendor sales team, by appointment, should have a monthly presence on the Storrs campus and a regular presence at all UConn branch campuses.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
11. Vendor must provide semi-annual sales, trends, roadmaps, and planning presentations to the UConn Software Licensing Group.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
12. Vendor must provide details on custom reports available to UConn via the web or by request.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
13. Vendor must provide presentations on upcoming model releases.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
14. Vendor must provide a minimum of 3 months notice prior to a standard configuration going End of Life (EOL).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
15. Vendor must have a yearly meeting to take feedback from local UConn IT staff.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	

16. Vendor must provide access to technical sales people and managers for all system types.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
17. Vendor must clearly define their complaint escalation process in regards to sales and support issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
18. Vendor must provide demo units for evaluation within two weeks of those models being available for sale.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
19. Vendor must notify UConn of technical and sales backups if primary contact(s) are absent or unavailable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
<b>Logistical Expectations</b>	
20a. Vendor must provide inside delivery - To desk or specified Building & Room. Some buildings may not have elevators. Details will be provided. NOTE: In exchange for appropriate discounts and incentives, the University may opt for the Vendor to provide central delivery to the Storrs campus.	
Details/Notes:	
20b. Vendor must provide a discount or credit for failure to deliver inside.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
21. Delivery must be within one week of the estimated delivery date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
22. Vendor must be able to ship new systems, parts, and support parts worldwide in accordance with federal and state export laws.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Details/Notes:	
23. Shipping cost for inside delivery to the desktop must be included in the cost of ALL computers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
24. Vendor should have the capability to provide Asset Tagging/Custom Labels. Vendor should define their tagging/labeling options.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
<b>Technical Expectations</b>	
25a. Vendor must have the capability to provide computers pre-imaged from the factory.	
Details/Notes:	
25b. Vendor must provide the option to provide computers with the default factory image, or no image.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
26. Vendor must provide a technical contact to engage with image building issues (driver issues, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
27. Vendor must provide demo units for imaging within two weeks of their availability for sale.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
28. Vendor must define process to submit images, i.e. format, method (sFTP, cd/dvd), etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	

29a. Vendor must allow for image modification and must define the intervals at which they can be modified.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
29b. Vendor must define the process for an emergency image change/upload.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
29c. Vendor must state the total number of images that can be on file to be used.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
29d. Vendor must provide details on the process to select a different image from the standard image.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
30. Vendor must provide downloadable driver packages for each PC model at no additional cost.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
31. Computers must support Windows 7/8 32-bit/64-bit, and Linux	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
32. Vendor must provide initial details as to the lifecycle of their product, and specify the length of the transition period between models. This information must be provided semi-annually.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
<b>Support Expectation</b>	
33a. Vendor must provide 3yr Next Business Day Parts and Labor Warranty with options for 4yr and 5yr at time of purchase.	

Details/Notes:	
33b. Vendor must provide the option to extend the warranty after the initial purchase for up to 5 years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
33c. Parts/Labor must be available worldwide in accordance with federal and state export laws.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
34a. Vendor must have worldwide toll-free 24x7 phone support available to all users.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
34b. Phone support for all systems must be handled by a United States call center.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
35. Vendor should have the option to provide same-day onsite support for critical systems and specific incidents.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
36a. Vendor must provide a stock of common spare parts to the University for systems purchased at no cost. (Examples: Hard Drives (imaged and blank), Motherboards, Network Cards, Memory, Optical Drives.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
36b. Vendor must provide details as to how the parts will be provided and distributed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	

36c. The number of parts kept onsite for each system should be based on a % of unites that have been sold to the University.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
37. It is desired, but not required, that the Vendor use new parts and not refurbished for warranty service.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
38. Vendor must provide direct access to 2 <sup>nd</sup> level support for local UConn IT staff.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
39. Vendor must provide quarterly reports that include: incident count/type, resolution performance, and count/type of replacement parts shipped.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
40. Vendor must provide change notifications for all systems via email. (bios changes, driver updates, hardware/image impacting changes)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
41. Vendor must have a detailed web based system for documentation, troubleshooting, repair, technical support, and driver downloads.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
42. Vendor must have a web based system that can display original system configurations as well as warranty dates.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Details/Notes:	
43. Vendor must have downloadable diagnostic tools for all systems.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Details/Notes:	
44a. Vendor must provide a system to request warranty parts online for UConn IT Staff.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
44b. Parts should be shipped and/or installed under the terms of the warranty.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
44c. Notification should be sent within 15 minutes to confirm the request.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
45. Vendor should provide details on any web based certification process available for local UConn IT Staff.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
46. Vendor must allow UConn the option to become a 3 <sup>rd</sup> party maintainer in which the University will be compensated for all work done by local IT Staff in place of the Vendor's service providers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
47a. Vendor must provide UConn with a single point of contact for escalation issues in regards to support, system wide failures, and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
47b. The contact will be responsible for being not only reactive, but proactive in notifying and working with the University when an issue arises.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	

48. Vendor must have and explicitly define a method for bulk delivery of defective/recall parts based on installed unit base.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	
49. Vendor must have optional three (3)-year accidental damage coverage available for all portable models. Details MUST be provided, including claims processing procedure and standard turnaround time.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details/Notes:	

Signature acknowledges that all terms and conditions stated in **Part VII – PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS** are accepted and all pricing and related discounts provided in response to **Part VII – PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS**, are accurate and correct.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## 7.6 Athletics Corporate Sponsorship Opportunity

As part of the University's ongoing initiative to develop comprehensive partnerships with outstanding organizations which enhance the branding of the institution, interested vendors are strongly encouraged to submit a separate financial proposal for sponsorship within the University's Division of Athletics. Such financial investment will provide the successful vendor with exposure to nearly 1,000,000 fans attending UConn athletic events annually as well as millions more who watch the Huskies on television throughout the academic year. Such an alliance will yield mutually beneficial exposure for both the vendor and the University.

A corporate sponsorship can be created to meet the strategic objectives of the successful vendor and may include various marketing elements like signage, promotions, radio, tickets and other assets as outlined below. Additionally, a sponsorship package may include use of University marks/logos.

In an effort to further grow the University brand around the state and the region, the University would also be interested to discuss co-branding initiatives, such as placing its marks on the vendor's delivery trucks or creating in-store displays which promote the association between the University and the vendor.

### Division of Athletics Overview

The University of Connecticut Division of Athletics sponsors 24 sports that compete at the NCAA Division I-A level and is a member of the BIG EAST Conference.

Since 1990, UConn has won 12 NCAA Championships and more than 95 BIG EAST regular season or tournament championships.

- UConn is the only school in NCAA history to win men's and women's basketball national championships in the same season (2004). The UConn men have participated in four Final Fours and won three national titles. The UConn women have competed in 12 Final Fours, winning the championship seven times.
- UConn is the only school to ever boast two active Hall of Fame basketball coaches in Jim Calhoun (Class of 2005) and Geno Auriemma (Class of 2006). UConn has one of the nation's newest and most modern college football stadium in Rentschler Field located in East Hartford, CT. In addition, UConn opened among the finest on-campus facilities in America with the opening of The Burton Family Football Complex and Mark R. Shenkman Training Center in the summer of 2006.
- UConn football continues to grow and enjoy continuing success. The Huskies competed in their four straight bowl game and first-ever BCS bowl game in January 2011, competing in the Tostitos Fiesta Bowl in Glendale, Arizona.
- In 2010-11, UConn became the first school to ever compete in the BCS bowl game and two Final Fours in the same year. In that same year, UConn advanced to the NCAA Baseball Super Regionals for the first time.
- In June 2012, the University announced that its men's ice hockey program would join the prestigious Hockey East Conference in the 2014-15 season. Hockey East's membership will become 12 schools when UConn joins, including Notre Dame and Boston College.
- UConn student-athletes continue to excel in the classroom. More than 50% of UConn's 650 student-athletes earned a 3.0-or-better grade point average during the Spring and/or Fall 2010 semesters, including 16 that achieved a perfect 4.0 grade point average.
- UConn student-athletes are committed to community service. The department-wide

“Husky Reach” program brings student-athletes to Manchester-based Verplanck Elementary School throughout the year to foster an understanding of teamwork, sportsmanship and the important of education. In addition, members of UConn’s Student-Athlete Advisory Committee (SAAC) coordinate a number of activities throughout the year to benefit those in need. These outreach efforts have included annual book, toy and coat drives for underprivileged families in the local community.

- Nearly 1,000,000 fans come to UConn events annually. Ticketed sports are football, men’s basketball, women’s basketball, men’s soccer, women’s soccer and men’s ice hockey.
- UConn enjoys basketball television coverage that is second to none. In the 2011-12 academic year, every one of UConn’s combined 71 regular season and postseason men’s and women’s basketball contests were televised either nationally, regionally or locally.
- UConn’s loyal donors annually contribute to Husky successes. Since the formation of the UConn Athletic Development Fund in 1978, more than \$180 million has been donated in to support the academic and athletic achievements of our UConn student athletes. This includes more than \$110 million in the last ten years.

#### Sponsorship Elements

Corporate sponsors in the Division have the opportunity to have a sponsorship package which may include, but is not limited to:

- Fixed, static signage
- Rotational scorer’s table and endline message center signage (basketball)
- In-game promotions
- Logo recognition of printed materials (schedule cards, posters, magnets, etc.)
- Game sponsorships
- Radio network spots
- Video board messages
- Public address announcements
- Hospitality
- Game tickets

#### Athletics Venues

On campus venues:

1. Harry A. Gampel Pavilion (men’s and women’s basketball) – capacity 10,167
2. Joseph J. Morrone Stadium (men’s and women’s soccer) – capacity 5,100
3. Mark Edward Freitas Ice Forum (men’s and women’s ice hockey) – capacity appr. 2,000
4. J.O. Christian Field (baseball) – capacity appr. 2,000
5. George J. Sherman Sports Complex (field hockey, track & field) – capacity appr. 2,000
6. Wolff-Zackin Natatorium (swimming and diving) – capacity appr. 800
7. Burrill Family Field (softball) – capacity appr. 300

**The University controls all signage associated with the respective venues.**

Off campus venues:

XL Center, Hartford (men’s and women’s basketball)

**The University plays approximately half of its men’s and women’s home games at the XL Center in downtown Hartford. The arena capacity is 16,294. Within the arena, the University controls all floor level signage in the building (which receives television exposure), including scorer’s table rotational signage. The XL Center controls signage at the concourse level and higher.**

Rentschler Field, East Hartford (football)

**The University plays all its home football games at Rentschler Field in East Hartford. The stadium capacity is 40,000. The University controls all signage within the stadium gates, including the concourses and the stadium bowl and main scoreboard. Rentschler Field controls all signage outside the stadium gates, including the parking lots.**

Category Exclusivity

Vendors may have the opportunity to enjoy category exclusivity through a sponsorship commitment. The breadth of a sponsor's financial commitment and the associated sponsorship elements will determine whether that sponsor is an exclusive partner within its category of business (in this case, office supplies). Sponsorship may also be non-exclusive, if financial commitment does not warrant category exclusivity.

IMG College

The University is contracted with IMG Communications, Inc. (IMG College) to provide marketing and sponsorship support for the Division of Athletics. IMG College has the contractual rights to sell, manage and fulfill all corporate sponsorship agreements. Should the vendor's rights through this RFP include an athletics sponsorship, IMG College will manage the sponsorship.

In addition to the marketing elements, IMG has the right to provide corporate sponsors with use of University marks in connection with a sponsorship agreement and associated promotional activities.

Financial Proposal

Please indicate your desired annual financial commitment to become a UConn Division of Athletics corporate sponsor. In addition, please indicate which sponsorship elements are desired. The University acknowledges that specific sponsorship elements and associated financial commitment may ultimately have to be negotiated.

In an effort to create a more comprehensive partnership, the University invites vendors to offer a proposal for added-value (non-financial) elements. Such elements may include an annual media buy, where the vendor includes the University in a yearly advertising campaign. In addition, the vendor may offer to create a special in-store co-branded promotion, to visibly display the association between the University and vendor and assist in driving sales for the vendor. Vendors are encouraged to offer other suggestions on unique added-value elements to their sponsorship proposals. Note that any added-value elements should be presented in addition (not in lieu of) the financial proposal for sponsorship.

**NOTE: Sponsorship and co-branding opportunities (financial and value-added) will not impact scoring in terms of the RFP proposals and such financial commitments and value-added elements should be bifurcated from the overall product and service offering submitted to the University as part of this RFP, and thus the offering of sponsorship and co-branding opportunities should not negatively impact the pricing and/or product and service offering of the Vendor's proposal. The sponsorship and co-branding opportunities may be used to enhance the relationship between the Vendor and the University in conjunction with a contract for products and services, but will likely be separately negotiated.**

**PART VIII  
CONNECTICUT COLLEGES PURCHASING GROUP**

The University of Connecticut is a member of the Connecticut Colleges Purchasing Group (CCPG), a statewide purchasing consortium of educational institutions. As such, the University would like to extend any product pricing resulting from this solicitation for **Personal Computers and Related Hardware, Services and Support Agreement**, to all CCPG members as noted below. Bidders may indicate below their preference in this matter.

- I (we) agree that any product pricing resulting from this bid will be extended to the members of the Connecticut Colleges Purchasing Group (CCPG), with the same pricing, terms and conditions as proposed herein.

Yes \_\_\_\_\_

No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
(Date)

**Current Participating Institutions**

Albertus Magnus College  
 American School for the Deaf  
 Asnuntuck Community College  
 Board of Trustees for Community Colleges  
 Capital Community College  
 Central Connecticut State University  
 Charter Oak College  
 Connecticut State University System  
 Eastern Connecticut State University  
 Fairfield University  
 Gateway Community College  
 Hartford Seminary  
 Holy Apostles College & Seminary  
 Housatonic Community College  
 Kingswood-Oxford School  
 Manchester Community College  
 Middlesex Community College  
 Mitchell College  
 Naugatuck Valley Community College

Norwalk Community College  
 Quinebaug Valley Community College  
 Quinnipiac University  
 Rensselaer at Hartford  
 Sacred Heart University  
 Saint Joseph College  
 Southern Connecticut State University  
 Teikyo Post University  
 The Hotchkiss School  
 Three Rivers Community College  
 Trinity College  
 Tunxis Community College  
 University of Connecticut  
 University of Hartford  
 University of New Haven  
 Wesleyan University  
 Western Connecticut State University  
 Yale University

The Connecticut Colleges Purchasing Group (CCPG) members may custom configure their system configuration. Vendor pricing will be based upon the quoted discount off the published list price and volume, as proposed in the bid response.

All volume and discount levels are based on the total procurements from the University and the CCPG members.

**PART IX  
REFERENCES**

Proposals should include five institutions, of similar or the same size, where your organization is currently providing Personal Computers, Related Hardware, Services and Support similar to the software 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 X**  
**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 XI  
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 Personal Computers, Related Hardware, Services and Support, 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 120 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 XII  
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 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><b>MANAGEMENT:</b> 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><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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><b>COMPUTER SPECIALISTS:</b> 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><b>ARCHITECTURE AND ENGINEERING:</b> 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><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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><b>CONSTRUCTION AND EXTRACTION:</b> 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><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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><b>MATERIAL MOVING WORKERS:</b> 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>
---	---

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

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

### PART II - Bidder Nondiscrimination Policies and Procedures

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

### Part III - Bidder Subcontracting Practices

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

**PART IV - Bidder Employment Information**

Date:

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)
-------------	---------	---------------	-------------

## Connecticut Economic Impact Form

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

Date: \_\_\_\_\_

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

Location (City, State) of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Date Registered to do Business in Connecticut: \_\_\_\_\_

Number of Connecticut Locations: \_\_\_\_\_

Number of Connecticut Employees: \_\_\_\_\_

Annual Payroll Paid to Connecticut State Residents: \_\_\_\_\_

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

\_\_\_\_\_

Annual Rent Paid within Connecticut or value of Real Property: \_\_\_\_\_

Annual Utilities Paid within Connecticut: \_\_\_\_\_

Amount paid to Major partners or suppliers in Connecticut: \_\_\_\_\_

**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 of 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.

**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.

**PART XIV**  
**Vendor's Qualification Statement**  
**MF080913**

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

1. Indicate exactly the name by which this organization is known:

Name \_\_\_\_\_.

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

Years? \_\_\_\_\_.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Commodity/Service \_\_\_\_\_

Years? \_\_\_\_\_

5. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Joint Venture \_\_\_\_\_ Other

\_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

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

Name	Years/supervisor	Telephone/Fax #'s
_____	_____	ph_____
Email _____		fx_____
_____	_____	ph_____
Email _____		fx_____

7. Sales Representative:

Name \_\_\_\_\_

Addresses \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Years of experience \_\_\_\_\_

8. Customer Representative:

Name \_\_\_\_\_

Addresses \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

8. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (Attach additional sheet if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

1. \_\_\_\_\_ Attached      2. \_\_\_\_\_ N/A

Dated \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

Toll Free Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**Part XV**  
**Attachments**

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

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor 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 thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor 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 Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

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 Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
  - a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. 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 Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic Communications

Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

- b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor 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 Contractor under this Agreement.
  - c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
  - d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.
3. **BREACH OF CONFIDENTIALITY.** The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University. In the event that a security breach for which Contractor is responsible exposes the University's confidential data or information to a third party, Contractor 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 the University. Contractor agrees that it shall bear all costs, including, but not limited to, providing notification and identity theft protection for a period of not less than one (1) year, to those affected or potentially affected by any such breach.
4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax and in writing:
- Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
  - Assistant Director of Compliance/Privacy, 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
5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under *the University's Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:
- Assistant Director of Compliance/Privacy, 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

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.

\_\_\_\_\_  
Contractor Name

University of Connecticut

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Contractor Authorized Signatory      Date

\_\_\_\_\_  
University Authorized Signatory      Date





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the 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) "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, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**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>

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

### INSTRUCTIONS:

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

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

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

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

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

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided: \_\_\_\_\_

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

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Contractor

\_\_\_\_\_  
Signature of Principal or Key Personnel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (of above)

\_\_\_\_\_  
Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court or Notary Public



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

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

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

**IMPORTANT NOTE:**

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

**AFFIRMATION:**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT

)

) ss.:

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:

(Type or print name)

that he or she is the \_\_\_\_\_ of

(Type or print title)

\_\_\_\_\_, who submits herewith

(Type or print name of company/firm)

to the \_\_\_\_\_ attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_

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

Title: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

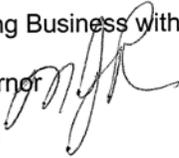
**WARNING:** Bids will not be considered unless the affidavit hereon is full executed including the affidavit of the notary and the notarial seal.



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](http://www.state.ct.us/governor)

# 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. **Indemnification.**  
The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 2.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.6. **Non-discrimination.** (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 2.7. 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.
- 2.8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 2.9. Termination for Cause. The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) 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 at that time by written notice of such termination.
  - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
  - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
  - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.10. Termination for Convenience.
- (a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
  - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.11. 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.
- 2.12. 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.
- 2.13. 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](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 (As to Form)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

## EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Rev. 1/11

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

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

#### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### DUTY TO INFORM

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

#### PENALTIES FOR VIOLATIONS

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

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

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

## CONTRACT CONSEQUENCES

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

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

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

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

## DEFINITIONS

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

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any

person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

**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. ")

Corporate Resolutions and Guidelines  
Guidelines for Valid Corporate Resolutions, Secretarial Certificates, Limited Liability Company Resolutions and other Documents for the Authorization of Contractor Signing Authority.  
<http://www.purchasing.uconn.edu/corpres/corpres.html>