REQUEST FOR PROPOSAL

Laundry Equipment and Parts

RFP# KA051315

Proposal Release Date

May 13, 2015

Proposal Due Date

Tuesday, June 2, 2015 @ 2:00 PM (EDT)

Purchasing Agent:
Kristin Allen
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-0970
Email: kristin.allen@uconn.edu

Table of Contents

1.0 Introduction 3
2.0 Background - About UConn 3
3.0 Scope of Work 3
4.0 Instructions to Proposers 7
5.0 Submission Instructions: 10
6.0 Standard RFP Requirements 15
7.0 Standard Contract Terms and Conditions 19
8.0 Form of Proposal 36
Appendix A – Pricing Matrix 38
Appendix B – Point-by-Point Response 38
Appendix C – Staffing Plan 38
Appendix D – Agreement Format 38
Appendix E – Reference Form 38
Appendix F – CCPG Form 38
Attachment 1 – Non-Collusion Affidavit 38
Attachment 2 – State Ethics Policy Memo 38

1.0 Introduction

The University of Connecticut, Facilities Operations and Building Services Department, is seeking a qualified vendor(s) to provide laundry equipment and parts to the residential halls at the University of Connecticut in Storrs, Ct.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The total construction-related budget for fiscal year 2014 was $2.1 billion dollars and on-going initiatives include: UCONN 2000 & 21st Century UConn, Next Generation Connecticut, and Bioscience Connecticut. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Torrington, Waterbury, and West Hartford. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: 2015 Fact Sheet

In fiscal year 2015, the annual machine and parts cost to the Facilities Operations and Building Services Department is expected to be approximately $280,000.00.

This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities. Orders will be placed on an "as needed" basis only.

3.0 Scope of Work

The University of Connecticut, Facilities Operations and Building Services department is seeking a qualified vendor(s) to provide laundry equipment and parts to the residential halls at the University of Connecticut in Storrs, CT.

The University runs a wide open laundry service across all residence halls and apartments without the need for coins, cards, or any other charges. We service over 750 washers and 850 dryers for a population of 12,500 students. We staff two general trades' workers who serve as mechanics, (plus many student workers). The mechanics have attended training programs offered by SpeedQueen and are highly skilled at the repair and the preventative maintenance (PM) on their machines. A ready supply of new equipment is always available for installation when a machine is unserviceable in a particular location. The mechanics take a non-working machine to their shop for repairs and install a working machine in its place. The broken machine is then repaired and ready for installation at another location.

In soliciting bids, it is the University's intent to establish a single primary source for this equipment and parts. If, in the University's opinion, savings can be realized by using additional service providers, the University will reserve the right to do so. The University will also reserve the right to negotiate by line item prior to any award and place orders in any manner deemed by the University to be in its best

interest. The University reserves the right to make multiple awards resulting from this Request for Proposal should it believes would be in its best interest to do so.

3.1 **Experience**: The Proposer background and track record must be substantiated and verified by present and former clients. Clients must be comparable in size and mission to the University of Connecticut. References to be provided in Appendix E.

3.1.1 Must provide evidence of being an authorized dealer of SpeedQueen.

3.2 **Alternate Brand not Acceptable:** This equipment is for an in house service operation in which all technicians have been trained to service SpeedQueen equipment. Alternate brands will not be considered.

3.3 **Current Equipment and Models:** The University has the following equipment on campus. As models are discontinued, new models will be made available under the resultant contract. The awarded vendor(s) will deliver, install, test and provide training on new equipment orders.

3.3.1 SpeedQueen Front Load Washer – Model# SQ-FTSA0AWN

3.3.2 SpeedQueen Top Load Washer – Model# LWN432SP113TW01

3.3.3 SpeedQueen Stackable Electric Dryer – Model# KES17AWF1500

3.3.4 SpeedQueen Electric Dryer – Model# LDEE5BGS153TW01

3.3.5 SpeedQueen Gas Dryer – Model# FGS178wf

3.3.6 SpeedQueen Stackable Gas Dryer – Model# KGS17awf

3.3.7 SpeedQueen Combo Washer/Dryer Stackable – Model# LTSa7awn1500

3.4 **Parts:** The University will need to purchase parts for the SpeedQueen equipment. Parts will include but not be limited to:

3.4.1 Timers for electrical and gas machines **P/N 505797P** (elec.) **P/N 505794P** (gas)

3.4.2 Rocker switch **P/N 38424W**

3.4.3 Harness assembly **P/N 511322P**

3.4.4 Idler wheels and bearing **P/N 510142**

3.4.5 Shock absorber kit **P/N 802881**

3.4.6 Belt **P/N 511255P**

3.4.7 Bearing housing kit **P/N 800428**

3.4.8 Fabric selector kit **P/N 510212**

3.4.9 Door gasket **P/N 802855P**

3.4.10 Water mixing valves **P/N 802222P**

3.4.11 Blower fan assembly **P/N 510139P**

3.4.12 Inverter control assembly **P/N 803254P**

3.4.13 Thermostat **P/N 504515**

3.4.14 Gas valve assembly **P/N 510506P**

3.4.15 Door catch assembly **P/N 510177**

3.4.16 Heater kits and assembly **P/N 61928**

3.4.17 Motor **P/N 500011** (Dryer)

3.5 <u>Vendor's Responsibilities:</u>

3.5.1 Vendor will connect all washers to existing water and drainage system and supply all hoses and items needed to ensure all units operate correctly.

3.5.2 Electric dryers: Vendor will provide four prong electrical plugs and connect all dryers to existing venting system.

3.5.3 Gas dryers: Vendor will provide all connecting piping and connect all gas dryers to University provided gas line and make all connections to venting system.

3.5.4 Vendor will ensure that each unit operates to 100% capacity demonstrated in front of a University representative.

3.5.5 Vendor will deliver a designated number of units to 70 different locations named by the University. Most units are on the 1st floor with easy access from the front, side or back of the building (locations that are on the second floor have elevators that the awarded vendor can use).

3.5.6 Vendor will provide Complete System Operation training for selective University staff to ensure that they are capable of repairing all units.

3.5.7 Vendor will provide parts list and prices for all SpeedQueen laundry equipment and parts.

3.5.8 Vendor will provide a one year warranty on all equipment.

3.5.9 All service calls (if applicable) must be answered within 24 hours.

3.6 University's Responsibilities:

3.6.1 The University will ensure that all washers have water and electrical outlets for washers and dryers meet the current standards and qualifications required by the State of CT.

3.6.2 The University will provide gas hook-ups for gas dryers.

3.6.3 The University will ensure that all exhaust systems are clean and in proper working order for vendor to connect to.

3.6.4 The University will have a representative available to work with the vendor ensuring easy access for the installation and functional testing of all units.

3.6.5 The University will be responsible for the maintenance of the equipment upon expiration of warranty unless University personnel are certificated to service the equipment.

3.7 Contract Term: Initial term of 3 years, plus two additional 1 year extensions, or any part or combination thereof, for a total potential contract term of 5 years.

3.8 Price/Fee Structure: Vendor must provide a quote for costs for all of the main requirements as required in Appendix A. All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

3.8.1 Price increases are based on documented changes in the vendors laid in cost of product or other discounts allowed and,

3.8.2 Prices quoted in response to this Request for Proposal may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increases should be addressed in your bid response and,

3.8.3 The University Purchasing Department is notified of the increase a minimum of thirty (30) days prior to the effective date and, the vendor provides the University any and all documentation it may require to support the proposed price increases.

3.8.4 Prices for spare parts shall not be marked up greater than 20% of bidders actual cost. Bidder will be required to provide documentation of such when requested by the University.

3.9 Energy Star: Connecticut requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are

bidding. (Please note that if you fail to submit this information but a competitor does, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications.)

3.10 Worksite Conditions:

3.10.1 All work must be performed in a safe manner in compliance with all University policies found in the University's "Environmental, Health, and Safety (EHS) Requirements for Construction, Service and Maintenance Contractors" Manual. The referenced manual can be found here: http://www.ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf
Awarded Contractors shall provide the referenced manual to all assigned staff and insure said staff understands and complies with all policies referenced therein.

3.10.2 The Contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Contractor's work.

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

3.10.4 If any shutdown of services is required, the Contractor must contact the University prior to shut down.

3.10.5 The Contractor shall keep the site cleaned and swept on a daily basis, or more often if required to keep premises clean and safe.

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

3.11 CCPG: Although this contract is being established for the University of Connecticut, these services may be extended to the Connecticut College Purchasing Group (CCPG) member institutions. If the proposer chooses to offer the same proposal to all CCPG members, all spend by CCPG members under this contract shall be reported to the University on a quarterly basis. Volume and tiered discounts and rebates shall take into account the aggregate spend of all users of the resulting contract, including but not limited to CCPG members and/or other agencies. See Appendix F.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	5/13/2015
Written Inquiries from RFP Participants	5/20/2015

University Response to Proposer Question	5/22/2015
Proposal Due Date & Time	6/2/2015 @ 2:00 PM (EDT)
Short List Presentations, if desired	Week of 6/15/2015
Anticipated Award Date	6/22/2015
Contract Service Commence	7/1/2015

*Subject to change as deemed necessary by the University.

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

4.2.1 Kristin Allen
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
E-mail: kristin.allen@uconn.edu

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

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 4.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at http://purchasing.uconn.edu/bid-opportunities/ and the State of Connecticut Department of Administrative Services' Procurement website at

http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 . The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 Pre-Proposal Conference (**Not Applicable**): A Pre-Proposal conference is a scheduled meeting which may occur during a public RFP solicitation process. The purpose of the meeting is to provide interested Proposers with an opportunity to: pose questions related to the RFP process, request Scope of Work information and/or clarification, and visit the business site. If attendance at a Pre-Proposal Conference is deemed mandatory, failure to attend the meeting will lead to elimination from the RFP process. [See Section 4.1 for specific schedule details and requirements.]

4.6 Proposal Presentations: The University selection committee may require proposal presentations. If invited to present, the Proposer will be responsible for making all the necessary arrangements and will bear all costs associated with the presentation. Presentations will be scheduled within the time allocated in the RFP schedule. [See Section 4.1 for specific schedule details]. Presentation invitations will be issued only to those firms selected to participate in Phase II of this RFP and will include the meeting date, time, location, length of on-site presentation and associated agenda/requirements outlining specific proposal areas for discussion, as outlined at the University's discretion.

4.7 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:

4.7.1 UCONN Parking Services (Main and Regional Campuses)

4.7.2 Travel Directions are also provided in Section 10.0.

4.8 On-Site Accommodations: If a Proposer requires on-site accommodations, the University recommends visitors stay on campus at the Nathan Hale Inn. This facility provides parking, complimentary access to the campus shuttle, and may provide preferred rates for long term stays. Contact information is available at the following link: www.nathanhaleinn.com.

4.9 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of

the received proposals and recommend which proposals are the most advantageous to the needs of the University.

Evaluation Criteria	Weight
Pricing/Fee Structure (Will be conducted by Purchasing)	**30 points**
Appendix A – Pricing Matrix (Final price is all inclusive – no additional fees)	
Other financial incentives – additions value-added offers	
Organizational Capability, Work Approach & Plan	**30 points**
Overall proposed plan for the University inclusive of customer service plan.	
Operational structure (customer service, service maintenance representatives, etc.)	
Staffing Plan	
Demonstrated experience of the proposer serving as a SpeedQueen equipment and parts provider.	
Point-by-point response to Section 3	
Proposal Submittal/Compliance with Terms and Conditions	**30 points**
Designated dealer proof provided	
Required documentation completed	
Point-by-point response to Sections 4, 5, 6 and 7. No exceptions will earn all available points	
Additional Considerations	**10 points**
Total Maximum Points Available	**100 points**

5.0 Submission Instructions:

5.1 RFP Due Date and Time: Proposals are due on **Tuesday, June 2, 2015 at 2:00 PM (EDT).** Any proposal received after the stated due date and time will be rejected and may be returned

to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 Deliver to Address: For deliver to instructions, please reference Section 4.2.1.

5.3 Sealed Proposals: Proposals must be submitted, in a media format as identified below in Section 5.4, in a SEALED envelope or carton, clearly marked with the label below and the name and address of the Proposer. **Hard copies will not be accepted.**

5.4 Proposal Media: Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) on a CD, DVD or USB flash drive.

5.5 Proposal Submittal Format: Provide a proposal formatted as a PDF which is clearly bookmarked in accordance with the designations below.

- 5.5.1 Letter of Transmittal: Provide a summary of what is being proposed including any support documentation.
- 5.5.2 FORM OF PROPOSAL: (See Section 8.0)
- 5.5.3 Executive Summary: Provide a summary of the important points of the proposal and key benefits of being selected as the Contractor.
- 5.5.4 Technical Proposal: Provide a detailed description of the activity or work output, the means of accomplishing the work, how the work will be performed, and demonstrate the overall understanding of the expectations in relation to the Scope of Work (SOW) requirements.
  - 5.5.4.1 The SOW is the basis for the Technical Proposal
  - 5.5.4.2 The Technical Proposal is the basis for the Organization and Management
  - 5.5.4.3 Summarize Specification Adherence Information (Point by Point – See Appendix B)
    - 5.5.4.3.1 Point out where requirements are met
    - 5.5.4.3.2 Point out where requirements are exceeded
    - 5.5.4.3.3 Explain requirement deviations (not met, with alternate solution)
- 5.5.5 Organization and Management Proposal: Provide a detailed description of how the project is organized, scheduled, managed, tracked and reported covering the following areas :
  - 5.5.5.1 Management Policies
  - 5.5.5.2 Company Organization
  - 5.5.5.3 Project Organization [How company is organized to handle project]
  - 5.5.5.4 Key Personnel
  - 5.5.5.5 Plant Facilities and Equipment (if applicable)
  - 5.5.5.6 Subcontractor Plan (If applicable)
  - 5.5.5.7 Work Breakdown Schedule (Basis for organizing, scheduling, reporting, tracking and managing the project within the company)
  - 5.5.5.8 Project Plan: Provide a summary of the means within your company including established project policies and procedures and control

measures (personnel, financial and performance) and any other resources necessary to successfully achieve the objectives of the SOW.

5.5.5.9 Project Plan is based on the technical schedule developed as part of the technical proposal.

5.5.6 Company's Organization and Teaming Arrangements (if applicable): What specific organizational arrangements have been made to perform the work within a Teaming arrangement? What capabilities does teaming Partner(s) bring to the project and why is a successful outcome guaranteed?

5.5.7 Cost Proposal: Using the form provided in Appendix A –Pricing Matrix, please provide the requested pricing information. Detailed instruction is provided on the Instructions tab of the spreadsheet.

5.5.8 Appendices/Required Forms

5.5.8.1 Similar Projects: Provide a list with detailed descriptions of assignments within the past ten (10) years that are of similar size and scope as to that of the University.

5.5.8.2 Client References: Provide a minimum of five (5) client references for each of the projects provided in Section 5.5.8.1 above. (See Appendix E)

5.5.8.3 Form 1 Gift and Campaign Contribution Certification (See Section 5.6.1)

5.5.8.4 Form 5 Consulting Agreement Affidavit (See Section 5.6.2)

5.5.8.5 Form 6 Affirmation of Receipt of State Ethics Law Summary (See Section 5.6.3)

5.5.8.6 Form 7 Iran Certification (See Section 5.6.4)

5.5.8.7 BIDDER CONTRACT COMPLIANCE MONITORING REPORT (See Section 5.7)

5.5.8.8 SEEC FORM 10 Acknowledgement of Receipt (See Section 5.8)

5.5.8.9 Non-Discrimination Certification (See Section 5.9)

5.5.8.10 Vendor Code of Conduct Form (See Section 6.20)

5.5.8.11 CT Economic Impact Form (See Section 5.11)

5.5.8.12 Non-Collusion Affidavit (See attached)

5.5.8.13 Signature Authorization Documentation (See Section 5.10)

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

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

Form 1 Adobe.pdf Form 1 Word.doc

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

Form 5 Adobe.pdf Form 5 Word.doc

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

Form 6 Adobe.pdf Form 6 Word.doc

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

Form 7 Adobe.pdf Form 7 Word.doc

5.7 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

Notification to Bidders/Contract Compliance Monitoring Report

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

SEEC FORM 10 Acknowledgement of Receipt

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

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

5.10 Proposal Signature Authorization: Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. See http://purchasing.uconn.edu/corporate-resolutions-and-guidelines/

5.11 Connecticut Economic Impact Form:

Connecticut Economic Impact Form

5.12 Financial Statements: **(Not Required for this Proposal)** Proposers are required to submit their most current, within the last three (3) years, 10-K financial statements package including: Balance Sheet, Cash Flow statements, Statement of Stockholders Equity, and Income Statements. If a current 10-K is unavailable, financial statements which have been audited and certified by an independent Certified Public Accountant (CPA) shall be deemed acceptable. If audited financial statements are unavailable, provide financial statements which have been reviewed by an independent Certified Public Accountant (CPA). The University reserves the right to request additional information to provide any assurances of financial surety it deems appropriate.

6.0 Standard RFP Requirements

6.1 Definitions

6.1.1 “Request for Proposals (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon “Competitive Negotiation”.

6.1.2 "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment or contractual services, in which proposals are solicited from qualified suppliers by a request for proposals, and changes may be negotiated in proposals and prices after being submitted.

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

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

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

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

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

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

6.1.9 “Services” shall mean all services described within the scope of this RFP.

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

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

6.1.12 “Joint Venture” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.

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

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

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

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

6.3 Rendering of Service: Each Proposer must respond to, and be capable of, supplying all services outlined in the RFP specification.

6.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of 180 days.

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

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

6.7 Pricing: Detailed instruction in Appendix A – Pricing Matrix.

6.8 Sales Tax Exemption: In accordance Conn. Gen. Stat. §12-412(1) (A), the University is exempt from local, state, and federal excise taxes.

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

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

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

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

6.10 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University or as directed in Section 5.5.8.2. The University is particularly interested in references that are institutions of higher education.

6.11 Good Faith Negotiation: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).

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

6.13 "NO SUBSTITUTE": 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 proposers 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 or better 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, proposer shall furnish complete data and identification with respect to the alternate commodity bidder 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 proposer does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the proposer proposes to furnish the exact commodity described. Any substitutions must meet or exceed all specification requirements and must receive approval in writing from the appropriate party at the University prior to any order being filled.

6.14 Ownership of Samples: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP or submitted in pursuit of a contract award shall be the sole property of the University unless otherwise stated in the contract or otherwise.

6.14.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality and is identified as an alternative to the product/service requested. All deliveries shall have at least the same quality as the accepted sample.

6.14.2 Samples shall be furnished free of charge. Proposer must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

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

6.16 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 Proposer wishes to supply any information, which it believes is exempt from disclosure under the Act, said Proposer 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 Proposer'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 Proposer in connection with its proposal.

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

6.18 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting. 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 using the information provided on their website.

6.19 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "Vendor Code of Conduct" policy. Please provide acknowledgement of this University policy and any additional pertinent information.

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

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

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

6.23 OSHA Compliance: All items to be furnished shall meet all applicable local, state, and federal requirements of the Occupational Safety and Health Act. If any at any time, items or services covered under this RFP become non-compliant with applicable law, the Proposer or Contractor shall notify the University's Director of Procurement Services immediately by registered mail.

6.24 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University's name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.

6.25 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. It is the University's intention to make an award for each category which will result in a multi-vendor contract. In order to best meet the needs of the University and the financial requirements of the various end users, an exclusive contract will not be issued as a result of this RFP. Within each manufacturer's offering, three (3) separate (yet inter-connective) lines of products are desired in a Good (A-), Better (A), and Best (A+) ranking.

6.25.1 The University may:

6.25.1.1 reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.

6.25.1.2 correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies.

6.25.1.3 make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits.

6.25.1.4 award by item, groups of items or total bid; to reject any and all proposals 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.

6.26 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions and/or alternates must be outlined in Appendix B – Point by Point Response.

7.0 Standard Contract Terms and Conditions

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

7.1 Contract 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 Section 7.16 will issue an acceptance of the proposal offer.

7.2 Contract Format: The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Proposer, 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 under Appendix D. Respondents are requested to include a copy of their contract form for the University's review.

7.3 Contract Modification: All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

7.4 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.

7.5 Notification of Selected Firm: It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 1.3. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

7.6 Contract Commencement: The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.

7.7. Ownership of Subsequent Samples: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University unless otherwise stated in the contract.

7.7.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.

7.7.2 Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

7.8 Independent Price Determination: In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

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

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

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

7.9 Professional Time and Expense Policy: The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University. In such cases, permission shall be furnished by the University in writing and must be secured prior to the awardee incurring such expense(s). Furthermore, all reimbursements shall comply with policies found at http://www.travel.uconn.edu. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.

7.10 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 Proposer'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. The lessor pledges to do all things possible to maintain such tax exemption, including promptly assisting the University in completing any related IRS Forms including Form 8038G or GC and any associated information including the amortization schedule for each lease.

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

7.12 Indemnification Requirements

7.12.1 **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 Proposer, Proposer's employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.

7.12.2 The Proposer 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.

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

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

7.14 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 without regard to its Conflict of Laws principles.

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

7.16 Award

7.16.1 A contract will be awarded to the Bidder or Bidders whose proposals the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

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

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

7.16.4 It is the University's intent to make a single award as a result of this RFP; however, the University reserves the right to make a multiple awards for these services if it is deemed to be in its own best interest.

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

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

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

7.16.8 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

7.16.9 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 Proposer, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.

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

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

7.16.12 It is understood and agreed that the Proposer 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.

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

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

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

7.16.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

7.17 Payments under a Contract Award:

7.17.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

7.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. 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.

7.17.3 **Payment Terms:** Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder's proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval.

7.18 Evaluation of Performance: During or after the term of any contract or other agreement that results from this RFP process, the University may conduct evaluations of the successful Proposer's performance including, but not limited to equipment, staffing, supplies and services. The successful Proposer may be requested to provide a quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

7.19 Business Relationship Affidavit

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

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

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

7.21 Equal Employment Opportunity Requirements

7.21.1 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.

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

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

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

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

7.25 Warranty: The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use. All goods provided shall be warranted for at least one (1) year.

7.26 Proposer Personnel: Forms and U.S. Export Control Regulations:

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

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

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

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

7.28 Responsibilities of the Proposer:

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

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

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

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

7.29 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Proposer, the Proposer 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.

7.30 Access Management Plan: The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University's Access Management Plan can be found at http://www.park.uconn.edu/amplan.html. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

7.31 Insurance Requirements:

7.31.1 **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 Proposer against other insurable hazards relating to performance.

7.31.2 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 Proposer, 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.

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

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

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

7.34 Advertising/Sponsorship Opportunities: In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 2.1 for details on how to pursue such a relationship.**

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

7.36 Intellectual Property:

7.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement

of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP**.**

7.36.2 The Proposer 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.

7.36.3 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.

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

7.37 Confidential Information:

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

7.37.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work. A sample confidentiality agreement is included in Part IX merely for illustrative purposes, and should not be considered the standard confidentiality agreement due to the varying needs for each project.

7.38 Responsibility of Those Performing the Work:

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

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

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

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

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

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

7.42 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 Proposer's request, the Client Agency shall provide a copy of these orders to the Proposer. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning

procurement of cleaning products and services, in accordance with their respective terms and conditions.

7.43 The University of Connecticut is an equal opportunity employer.

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

7.45 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 Proposer 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** Proposers must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the Proposer'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://purchasing.uconn.edu/corporate-resolutions-and-guidelines/

7.46 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 Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.47 Nondiscrimination Warranties: An executed Nondiscrimination Certification must also be provided by the Proposer 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 Proposer 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

(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) "Proposer" and “Proposer” include any successors or assigns of the Proposer or Proposer; (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 Proposer 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 Proposer 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 Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer 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 Proposer 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 Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer 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 Proposer 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 Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer'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 Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer 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 sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer 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 Proposer 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 Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer agrees to provide each labor union or representative of workers with which such

Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer 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 Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer 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 Proposer 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 Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer 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 sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer 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 Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(a) If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

(b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.

(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.

(d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

(e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.49 Termination for Convenience:

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

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

8.0 Form of Proposal

Date: 6/2/2015

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

1. The undersigned proposer, in response to our Request for Proposal for Laundry Equipment and Parts for the University of Connecticut, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents: _____, _____, _____, _____, _____, _____.

3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.

5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. Is proposer ***currently*** a State of Connecticut Small Business Enterprise and ***certified*** with DAS?

   Yes ( ) If yes, a Copy of the Certificate must be attached to your proposal

   No ( )

8. Payment Terms: _____

9. Sales Representative (Please attach Resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2015

Firm Name: _____

Address: _____

_____

F.E.I.N. # _____

Please include a current W9

Authorized Signature _____

Print Name/Title: _____

E-Mail: _____

Appendix A – Pricing Matrix

Appendix B – Point-by-Point Response

Appendix C – Staffing Plan

Appendix D – Agreement Format

Appendix E – Reference Form

Appendix F – CCPG Form

Attachment 1 – Non-Collusion Affidavit

Attachment 2 – State Ethics Policy Memo