UCONN
UNIVERSITY OF CONNECTICUT

Date: December 14, 2015

To: Prospective Bidders

RE: Addendum #1 - RFP MF111915 - Computerized Maintenance Management System

Proposal Submittal Requirement: Vendors must have attended the Mandatory Pre-Proposal Conference on December 3, 2015 and provided the necessary electronic sign-in information. Please contact me if you have not already submitted this information.

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

1. Will you be providing an addendum listing the attendees on the call as well as the Q & A?
   Yes. Please see attached.

2. The pricing form does not have sections in it for both a SaaS and an in-house deployment of the system. Can we change the form to accommodate this?
   Yes. You may edit the form to accommodate the additional information.

3. Regarding the 150 mobile users, do you already have equipment, and if so, what is it? Do you want server licenses for 150 or increments of 10, 20, something like that?
   We do not have equipment. We would like the most efficient and effective licensing model.

4. Can you please confirm the total number of campuses to be considered in our scope? Section 2.0 names one main campus and six regional campus locations. Section 6.1.14 specifies one main campus, five regional campuses, and Cooperative Extension Offices. The current fact sheet on your website specifies one main and five regional campuses.
   1. Main and Depot Campus
   2. Stamford
   3. Hartford (West Hartford and Law School)
   4. Torrington
   5. Waterbury
   6. Avery Point
   7. Cooperative Extensions

5. Additionally, for a SaaS solution, item 3.16.1.3 Application Installation will not apply – please confirm that is acceptable.
   If there is an item that is not applicable to your solution, please clarify and provide more detail in your bid response.

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6. During the bidders conference it was stated that pricing to develop the interfaces identified in the RFP section 3.15 should not be included in responses. Please confirm or clarify. If pricing or indicative estimates for interface development is required, please provide as much information as possible regarding the interfaces; such as key data elements, source/target system, triggering events, data templates, transaction protocols, etc.
Please provide your cost and process model for interface development. It is the intent of the University to proceed with integrations once specifications are defined.

7. What issues or pain points is UConn experiencing with their existing CMMS system? What required/desired capabilities are not available in the existing CMMS? What required/desired capabilities would not be available if the existing CMMS were to be upgraded?
The University is interested in implementing a best in class CMMS system based on the RFP.

8. What data will need to be migrated from the existing CMMS to the new solution? Will open transactions need to be migrated or will they be closed out in the current system? Will transaction history need to be migrated? If so, what types of data (e.g. work orders, purchase orders, service requests, etc.) and for what retention period? What static data will need to be migrated (e.g. assets, locations, preventive maintenance templates, etc.)? Please provide a rough estimate of data quantities to be migrated (e.g. number of locations, number of open work orders, etc.).
The University needs to migrate active data to the new CMMS solution in addition to the ability to report on both active and historic data. Historic data could potentially be migrated to a data warehouse. This will be a collaborative decision between the University and the selected Vendor based on the technology solution.

9. What resources does UConn expect to provide for the implementation project? Will these resources be dedicated to the project?
The team that maintains the current CMMS system will be resources for the implementation project. They will not be dedicated.

10. RFP section 3.2.2.11 identifies a requirement for a satisfaction survey. Would a call out to a 3rd party survey tool be acceptable to satisfy this requirement?
Yes.

11. RFP section 3.3.3.16 identifies a requirement for a preventive maintenance to predictive maintenance effectiveness ratio. Please define this ratio and how you expect it to be calculated.
The system needs to be able to collect the data that will facilitate the University being able to establish and track KPI's as the organization matures. The ratio will vary based on the maturity of the organization.

12. RFP section 3.10.1.1 identifies a requirement to leverage the University's Central Authentication System (CAS) for single sign-on. What is the base technology for the CAS system?
Web-based single-sign-on (user experience: visit application in browser, redirect to UConn site to login, redirect back to application).
• CAS (Central Authentication Server)
    o Support available for Apache, IIS, .NET, Java application servers, PHP, Python, etc.
    o General information here: https://wiki.jasig.org/display/CAS/Home
    https://www.apereo.org/cas

• Shibboleth (SAML2.0 provider)
o Very broad support
o If an application supports Microsoft ADFS (another SAML2.0 provider), Shibboleth will be workable

System/application (non web-based). All of the below have access in some manner to our institutional user groups/roles, etc.
• OpenLDAP
• MIT Kerberos
• Microsoft Active Directory

13. RFP section 6.26 states "It is the University's intention to make an award for each category which will result in a multi-vendor contract". RFP section 7.16.4 states "It is the University's intent to make a single award as a result of this RFP . . .". These two sections appear to be in conflict. Please clarify.
Please review section 7.16.4 in its entirety.

14. Can you please provide a breakdown of the estimated 300 users / by type / role (ex: craftspeople, call center, work planners schedulers, supervisors, managers / execs)?
The Total number of possible users is approximately 400. This includes custodial staff who don't currently utilize the CMMS.
Call Center: Approximately 20
Work Planners/Schedulers: n/a
Front Line Supervisors: Approximately 25
Managers/Execs: Approximately 40
Craftspeople: Approximately 160
Custodial: Approximately 150 (not currently utilizing CMMS)

***NEW* BID OPENING DATE: January 11, 2016 2:00 PM local time**

THE INQUIRY PERIOD FOR THIS RFP IS NOW CLOSED.

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

Please acknowledge receipt of this addendum prior to the due date and time via email to michael.franklin@uconn.edu.

RFP for a Computerized Maintenance Management System (MF111915)

PRE-PROPOSAL MEETING: December 3, 2015 - 1:30PM-4:30PM (EST)

SIGN-IN SHEET

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RFP for Computerized Maintenance Management System (MF111915)

PRE-PROPOSAL MEETING: December 3, 2015 - 1:30PM-4:30PM (EST)

SIGN-IN SHEET

NAME	COMPANY NAME	ADDRESS	PHONE	FAX	E-MAIL
Julianne Seo	Oracle				
Bob Neely	MIPRO Consulting				
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David A Smith	IBM Corporation				
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Nancy DeLine	AssetWorks LLC				
Carlos Solivan	TMA Systems				
Kelly Vento	Computerized Facility Integration, LLC				
Chris Reed	Infor Consulting Services				
Kavetha Velavan	Cyber Solutions, LLC				

REQUEST FOR PROPOSAL

Computerized Maintenance Management System

RFP #MF111915

Proposal Release Date

November 19, 2015

MANDATORY Pre-Proposal Conference

December 3, 2015 - 1:30PM-4:30PM (EST)

Proposal Due Date

January 11, 2016 @ 2:00 PM (EST)

Buyer: Michael Franklin
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1.0 Introduction

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from qualified firms offering Computerized Maintenance Management System ("CMMS") software products and implementation services (hereinafter referred to as "vendor", "proposer", "bidder", "firm", "manufacturer" or "respondent") to enter into a contract with the University. This product will replace the University's current system.

The goals and objectives of the CMMS implementation project are:

1.0.1 Procure a CMMS that adequately supports the evolution of UCONN facilities processes at all campuses except the Health Center and to replace the existing system in use with mobile technologies.

1.0.2 To provide a user-friendly dashboard and self-service module for customers and staff to enable timely and accurate data entry and facilitate status inquiries and self-service reporting.

1.0.3 To enable reporting of identified and prioritized key performance indicators (KPIs), preferably through CMMS dashboards that allow the total cost of ownership to be quantified.

1.0.4 To enable accurate and consistent asset data availability to support the quantification of KPIs to support effective decision making.

2.0 Background - About UConn

2.1 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: 2014 Fact Sheet.

2.2 Over the years, UConn's Facilities Operations & Building Services ("FO&BS") has implemented and supported several stand-alone software applications that provide tools to support work processes and provide information for critical facilities decision making. Many of the current applications are outdated, unsupported, and do not meet the need of the facilities staff. Many work-around solutions have been developed to make the outdated systems work, at the cost of efficient processes and inconsistent data.

2.3 It is anticipated there will be about 300 FO&BS concurrent users once the new CMMS is in place. It is anticipated there will be about 3,300 customer service request users. On average 80,000 work orders are generated annually.

2.4 The CMMS will primarily be a tool for the Facilities Operations department. Major functions include:

2.4.1 Building and Utility Infrastructure Maintenance
2.4.2 Asset Management
2.4.3 Inventory Control and Management
2.4.4 Utility Services
2.4.5 Grounds Maintenance
2.4.6 Custodial Services
2.4.7 Locksmith

2.5 The work order system currently used at the Storrs campus is Accruent's FAMIS. The work order system is used to track both customer service requests and preventive maintenance work orders. Customer service requests can be submitted by UCONN employees through an on-line portal.

2.6 There is a limited user interface that is not very effective in meeting the current needs. There is limited integration between the work order system and other IT systems.

3.0 Scope of Work

This Request for Proposal (RFP) is issued by the University with the intent to enter into a University-wide contract with firms offering CMMS products and implementation services, with demonstrated familiarity and expertise. The University's overall objective is to have a simple enterprise system or a limited number of systems that communicate well with each other through information exchanges. This CMMS must also enable mobile capability and provide accurate data to support proactive, data-driven decisions to meet the maintenance needs of the Facilities Operations and Building Services department and the students, faculty, staff, community and other constituents it serves.

3.1 This Scope of Work is comprised of the following requirement categories:
3.1.1 General Requirements (for additional information, please see Section 3.2).
3.1.2 Key Performance Indicators (for additional information, please see Section 3.3).
3.1.3 Reporting & Dashboards (for additional information, please see Section 3.4).
3.1.4 System Administration (for additional information, please see Section 3.5).
3.1.5 Process Management (for additional information, please see Section 3.6).
3.1.6 Asset Management (for additional information, please see Section 3.7).
3.1.7 Mobile Devices (for additional information, please see Section 3.8).
3.1.8 COBie Capable (for additional information, please see Section 3.9).
3.1.9 Application System Requirements (for additional information, please see Section 3.10).
3.1.10 Environment (for additional information, please see Section 3.11).
3.1.11 Service Reliability and Data Recovery (for additional information, please see Section 3.12).
3.1.12 Customer Support (for additional information, please see Section 3.13).
3.1.13 Security (for additional information, please see Section 3.14).
3.1.14 Data Migration and Integration (for additional information, please see Section 3.15).
3.1.15 Implementation Services (for additional information, please see Section 3.16).

3.1.16 Program Documentation and Training (for additional information, please see Section 3.17).

3.1.17 On-Call Consulting Services (for additional information, please see Section 3.18).

3.2 General Requirements

3.2.1 UConn is seeking to replace its current CMMS, with off-the-shelf, web-based software with additional reporting features, and to unify all campuses and departments with a single work order system. The new system shall have the functionality to:

3.2.1.1 Print single and batch work orders efficiently.

3.2.1.2 Support a paper-based process similar to the current system, as well as use of mobile devices. Understand who is assigned to what work orders. Access the system and manage work/work orders via a mobile device.

3.2.1.3 Assign one or more trades to a work order.

3.2.1.4 Electronically assign work orders.

3.2.1.5 Update and re-assign work orders.

3.2.1.6 Defer work orders.

3.2.1.7 Assign failure codes/classifications to equipment/work orders.

3.2.1.8 Migrate data from the existing to the new system.

3.2.1.9 Show work order and cost history of building systems maintenance, particularly for major maintainable equipment, including mechanical, electrical and plumbing systems.

3.2.1.10 View list of open work orders.

3.2.1.11 Allow global changes to configuration items, such as to maintenance procedures.

3.2.1.12 Sort work orders by priority.

3.2.1.13 Allow identification and implementation of proactive maintenance.

3.2.1.14 Distinguish after-hours work.

3.2.1.15 Distinguish work order type, such as preventive maintenance, emergency repairs, moves, service requests, and facility work orders.

3.2.1.16 Allow auto-assignment of works orders for recurring maintenance tasks.

3.2.1.17 Track all labor, material, and contractor costs associated with work orders.

3.2.1.18 Provide efficient and effective methods for tracking work order labor in real time.

3.2.1.19 Provide the ability to create billing extracts of associated work order costs to customers and external financial systems (i.e. Kuali Financial System).

3.2.1.20 Allow for user dashboards on both the customer side and the Facilities side.

3.2.1.21 Near real-time detection of duplicate work requests.

3.2.1.22 Identification of recurring problems/repeat work orders

3.2.2 The proposed system will support Facilities Operations and Building Services with the following:

3.2.2.1 Maintenance management modules, including service calls (hot/cold, etc.), preventive maintenance and repairs to building infrastructure systems (mechanical, plumbing, electrical, etc.). Asset inventory management for building systems and infrastructure components including, but not limited to mechanical, plumbing, and electrical equipment.

3.2.2.2 A mobile responsive self-service capability for the submission and status inquiry of work orders by students, faculty and staff with automated customer notifications via email or other means.

3.2.2.3 Materials management capability including bill of materials, parts, and supplies.

3.2.2.4 Ability for technicians to manage work and work orders via task appropriate and cost effective mobile devices.

3.2.2.5 Management with real-time information through the use of key performance metric dashboards and reports.

3.2.2.6 Information searchable through fields such as work order type, requestor and equipment status.

3.2.2.7 Tools to manage workloads and assignments, including the ability to generate reports with staff workload levels at the shop and individual level. The tools should support various factors in workload management including staff expertise, complexity of tasks, university schedule, weather, routing, etc.

3.2.2.8 Potential to batch import new facilities and asset data using data migration protocols such as COBie or similar.

3.2.2.9 Potential to support lifecycle cost and/or total cost of ownership analysis to support short- and long-term capital planning and budgeting decisions.

3.2.2.10 Support a request intake, work order tracking, and billing of Locksmith requests.

3.2.2.11 Customer satisfaction survey or feedback integrated capabilities.

3.2.2.12 Automated warranty recognition on assets (in addition to integration with warranty data).

3.2.3 The system must also:

3.2.2.1 Have query capabilities.

3.2.2.2 Be an off-the-shelf product requiring configuration, and minimal to no customization.

3.2.2.3 Have future expansion capability to add additional functionality as needs are defined. One need may be future integration capabilities.

3.2.2.4 Be installed and available for observation at a vendor client site local to Connecticut before award of contract.

3.3 Key Performance Indicators (KPIs)

3.3.1 FO&BS has recently mapped and documented processes related to this CMMS implementation project. The primary workflow processes include:

3.3.1.1 Corrective Maintenance (CM)

3.3.1.2 Planned maintenance (PM)

3.3.1.3 Materials Management

3.3.1.4 Parts Update

3.3.1.5 Reimbursable Requests

3.3.1.6 Asset Update

3.3.2 Details of these workflow processes will be provided to the successful vendor to aid in the development of software standard operating procedures (SOPs) and configuration of the CMMS.

3.3.3 Management metrics and key performance indicators (KPIs) have been identified to enable appropriate configuration of the CMMS and validation of reports. Therefore, the CMMS must have the capability to configure the following:

3.3.3.1 Work order aging: Provides the number of days and hours between the following milestones:

3.3.3.1.1 Request Date

3.3.3.1.2 Job start

3.3.3.1.3 Job completion

3.3.3.1.4 Work order close out

3.3.3.2 Labor hours worked: Provide percentage of hours worked in each of the following categories as well as the total hours worked in each category:

3.3.3.2.1 Preventive maintenance (PM): Frequency based maintenance, including planned actions undertaken to retain an item at a specified level of performance by providing repetitive scheduled tasks that prolong system operation and useful life. Actions include inspecting, cleaning, lubricating, and replacing parts.

3.3.3.2.2 Reactive maintenance (RM): Performed when equipment or systems fail or experience problems. Also referred to as corrective maintenance.

3.3.3.2.3 Proactive maintenance (PrM): Sum of all maintenance work completed to avoid failures or to identify defects that could lead to failures, often called failure finding. It includes routine PM and predictive testing and inspection (PT&I) activities, and corrective work tasks identified from PT&I.

3.3.3.3 Customer satisfaction

3.3.3.4 Rework

3.3.3.5 Work order duplication

3.3.3.6 Work order type distribution

3.3.3.7 PM work order completion rate

3.3.3.8 Average response time for emergency work

3.3.3.9 Labor hours spent per trade per building

3.3.3.10 Workforce productivity

3.3.3.11 Number of facility work orders (FWO)

3.3.3.12 Actual O&M expenses to budget

3.3.3.13 Top 10 problem codes

3.3.3.14 Planned to unplanned maintenance ratio

3.3.3.15 Preventive maintenance to predictive maintenance (PM-PdM) ratio

3.3.3.16 Preventive maintenance to predictive maintenance effectiveness ratio

3.3.4 It is the University's goal to generate meaningful KPI reports based on the data in the CMMS. There is also a preference to the availability of viewing KPIs on flexible and dynamic dashboards.

3.4 Reporting and Dashboards

3.4.1 The proposed software solution shall include but not be limited to the following reporting and dashboard capabilities:

3.4.1.1 Number of open work orders by trade or individual
3.4.1.2 Number of closed work orders by trade or individual
3.4.1.3 Number of overdue work orders, based on date associated with priority
3.4.1.4 Average response time for each work type
3.4.1.5 Number of facility work orders (FWO)
3.4.1.6 Planned to unplanned maintenance ratio
3.4.1.7 Labor hours spent per trade per building
3.4.1.8 Workforce productivity
3.4.1.9 Preventive maintenance completion rates
3.4.1.10 Customer request information
3.4.1.11 Ability to support interfaces to display work order information in graphical reports, such as FAMIS Visual Map
3.4.1.12 Work order and equipment cost summary and detail

3.5 System Administration

3.5.1 The proposed software solution shall have the following system administration capabilities:

3.5.1.1 Ability to import and export data, specifically data from the current CMMS to be imported into the new CMMS.
3.5.1.2 Ability to set up user-defined drop-down lists and pick lists from a single source
3.5.1.3 Ability to relate any external document to any record in the application, such as attaching CAD drawings or warranty documentation to a record.

3.6 Process Management

3.6.1 The proposed software solution shall have the following process management capabilities:

3.6.1.1 Ability to determine which tasks within a work order has been completed, and who is responsible for each step.

3.6.1.2 Ability to automatically transmit email messages to notify the next person in the flow that an action is pending.

3.6.1.3 Option to require manager approval before a process can be initiated. For example, a maximum dollar value that cannot be exceeded before work is performed.

3.6.1.4 Ability to reroute a work order to alternate person during vacations or other absences.

3.7 Asset Management

3.7.1 The proposed software solution shall have the following asset management capabilities:

3.7.1.1 Ability to track equipment inventory, including mechanical, electrical and plumbing and AV assets, as well as other asset types.

3.7.1.2 Attach work orders to equipment inventory.

3.7.1.3 Categorize assets by standard building systems classification schema.

3.7.1.4 Identify criticality and condition of the assets to help determine PM schedule and priority.

3.7.1.5 Establish hierarchical relationships.

3.7.1.6 Track assets by different parameters, such as location, status, install dates and/or warranty date.

3.7.1.7 Retire equipment records once a piece of equipment has been removed from site without deleting record from the CMMS.

3.7.1.8 Attach documentation to inventory. (e.g. MSDS, drawings, photos, warranty records, etc.)

3.7.1.9 Ability to generate capital improvement planning priorities based on asset lifecycle data.

3.8 Mobile Devices

3.8.1 The proposed software solution shall provide for utilization of mobile devices, including various types of cell phones, tablets, or other household devices with capabilities to manage work orders and to create service requests by both internal and external customers.

3.8.2 Functionality of specific interest includes:

3.8.2.1 Send and receive work assignments.

3.8.2.2 Update work orders, including entering notes and record actions to complete the work order, failure codes, and parts used.

3.8.2.3 View preventive maintenance procedures.

3.8.2.4 Create and input time data into work order records to track labor data.

3.8.2.5 Attach images to work orders.

3.8.2.6 Filter and prioritize work by assets or locations.

3.8.2.7 User-friendly self-service application.

3.9 COBie Capable

3.9.1 COBie, the construction operations building information exchange, is a data standard to support the import and exchange of asset information into facility management software, including CMMS, computer aided facility management (CAFM) systems and integrated work management systems (IWMS). COBie version 2.24 is part of the National Building Information Modeling Standard-United States Version 2 (NBIMS-US).

COBie is valuable to facility management teams because it helps to standardize the type of data populated into facility management software and support standardized information exchanges between different software. As a result, data entry to populate facility management software can be greatly decreased, while also providing facility management teams with better access to data to support cost effective decisions.

The COBie standard can also be used to export data from building information modeling (BIM) authoring software into COBie capable CMMS when buildings are designed and constructed using BIM.

3.9.2 UCONN requires a COBie capable CMMS. The CMMS must be capable of importing the following from the COBie standard in the spreadsheet format:

3.9.2.1 Facility information, such as building number and units of measure for areas and volumes within the building

3.9.2.2 Floor information, such as floor names

3.9.2.3 Space information, such as room numbers and room names

3.9.2.4 Type information, such as equipment types and descriptions

3.9.2.5 Component information, such as names of specific pieces of equipment and the location the piece of equipment is located

3.9.2.6 Document (attachments) names and files, such as PDF

3.9.3 As it is recognized that COBie is a fairly new standard, vendors that have not publicly demonstrated COBie capability through a past COBie Challenge event will not be excluded from responding to the RFP.

3.10 Application System Requirements

3.10.1 UCONN seeks a CMMS which is compatible with a variety of relational databases, uses a web-based client interface that keeps current with the latest security standards and has the ability to operate on multiple platforms. UCONN plans to integrate and/or interface the system selected with existing applications. The CMMS must integrate and/or support the following:

3.10.1.1 Ability to leverage with the University's Central Authentication System (CAS) for single sign-on.

3.10.1.2 Integrate with the existing software identified in Section 3.15.

3.10.1.3 Support standard web service data format types:

3.10.1.3.1 Simple object access protocol (SOAP)

3.10.1.3.2 JavaScript object notation (JSON)

3.10.1.3.3 Comma-separated values (CSV)

3.10.1.3.4 Microsoft Excel

3.10.1.3.5 Extensible markup language (XML)

3.10.1.3.6 Portable document format (PDF)

3.10.1.3.7 Rich site summary (RSS)

3.11 Environment

3.11.1 The CMMS must support multiple OS platforms (Mac, PC, Linux), multiple email platforms, and multiple browsers, such as Internet Explorer, Google Chrome, and Safari.

3.12 Service Reliability and Data Recovery

3.12.1 The proposed software solution shall have adequate software service reliability, including high software availability, disaster recovery, schedule of upgrades, and maintenance schedules that may disrupt service availability.

3.13 Customer Support

3.13.1 CMMS support will be required as part of the contract with the selected vendor. The proposal shall include an on-line help file and vendor supported assistance to be provided with the installation as part of the fee for service or installation cost included in your cost proposal.

3.13.2 Different levels of customer support available, including but not limited to:

- 3.13.2.1 24/7 Support
- 3.13.2.2 Access to online knowledge base for self-support
- 3.13.2.3 Phone and/or online support
- 3.13.2.4 Microsoft Excel

3.13.3 UConn would like to be able to select from a variety of support models driven by overall system reliability and cost. Direct support options should be flexible, scalable and not be limited to a small subset of UConn staff.

3.14 Security

3.14.1 The proposed software solution shall have adequate security protocols and capabilities including connectivity via https protocol using transport layer security (TLS) and/or secure socket layer (SSL) protocols.

3.14.2 Other aspects of security that are required include:

- 3.14.2.1 Data encryption capabilities
- 3.14.2.2 Password management
- 3.14.2.3 Permissions management to ensure that only authorized personnel have access to the applications they need

3.15 Data Migration and Integration

3.15.1 It is preferred that the software selected has the ability to interface with the following UCONN systems:

- 3.15.1.1 Kuali Financial Systems
- 3.15.1.2 SciQuest
- 3.15.1.3 AutoCAD
- 3.15.1.4 ESRI GIS Server
- 3.15.1.5 Oracle Unifier Integrated Workplace Management System (Capital Project Management System)

3.15.1.6 Space Management System, currently FAMIS (Integrated Workplace Management System

3.15.1.7 Central (Warehouse) Stores Inventory System, currently eRPortal

3.15.2 BlueCielo Meridian document management Integration between the new CMMS and existing software will be required. That is, the CMMS must have the ability to transfer data between these software products to allow the data to be maintained. The type of facilities information contained in each of these systems is described below.

3.15.2.1 The most relevant information within Kuali Financial Systems and SciQuest/HuskyBuy includes: Financial data, including Purchase Order and Invoice data associated with work orders.

3.15.2.2 The most relevant information within eRPortal includes: Materials purchases associated with work orders.

3.15.2.3 The most relevant information within AutoCAD includes: Asset information on a floor plan drawing.

3.15.2.4 The most relevant information within BlueCielo Meridian includes: AutoCAD base floor plan drawings, O&M Manuals and Warranty information.

3.15.2.5 The most relevant information within FAMIS includes: The University's Space Management System and Visual Map, a graphical despiction of building floor plan drawings that displays work order information.

3.15.3 It is the University's intent is to be able to interface with GIS. Users should be able to view a campus map and drill into building level information to see detailed CMMS data.

3.15.4 It is the University's intent to be able to integrate with the University's space software (FAMIS or its replacement) if floor plans are not displayed through GIS.

3.15.5 The successful vendor will be responsible for migrating the data from the current CMMS into the proposed CMMS. Prior to data migration, data will be reviewed and vetted for accuracy and granularity to determine if it will support the calculation of the desired key performance indicators (KPIs).

3.15.6 Equipment inventory information for major maintainable equipment for mechanical, electrical and plumbing systems, including model numbers, serial numbers, purchase date, manufacturer and purchase order (PO) number, where available shall be migrated to the proposed software.

3.16 Implementation Services

3.16.1 The Vendor shall provide all software implementation services and develop an implementation plan. The plan, at a minimum, consist of the following:

3.16.1.1 Project management plan

3.16.1.2 System implementation schedule
3.16.1.3 Application installation
3.16.1.4 Configuration
3.16.1.5 Data security plan
3.16.1.6 Master test plan
3.16.1.7 Data migration plan
3.16.1.8 Change management procedures
3.16.1.9 Training Plan
3.16.1.10 System cut over plan
3.16.1.11 Post-implementation review
3.16.1.12 Ongoing maintenance and support
3.16.1.13 Potential systems integrations

3.17 Program Documentation and Training

3.17.1 The following is UCONN's preference for training delivery:

3.17.1.1 Phase 1: Introductory training to include system environment and go-live training for key UCONN stakeholders and CMMS administrative staff to acquaint themselves with the new system.

3.17.1.2 Phase 2: Follow-up training to be provided three to six months following installation. The vendor will meet with key stakeholders to identify additional training needs, such as troubleshooting and report configuration once users have had the opportunity to use and test the system.

3.17.1.3 Phase 3: Refresher training to be provided one year following installation. The vendor will once again meet with key stakeholders to identify training needs and develop training based on feedback. This may also be an opportunity for new staff to be given the introductory training.

3.17.1.4 Phase 4: Annual training to be provided once a year after the first year. This training may be offered online.

3.17.2 All training shall be done by the vendor at the UCONN sites at each campus. Costs for training shall include all expenses, including meetings with key stakeholders, course development and course materials. Any travel expenses for each training phase shall be reimbursed at cost or included in proposed costs.

3.18 On-Call Consulting Services

3.18.1 Providing on-call consulting services for activities related to the management, updating, design, post-implementation data uploading and migration, data rationalization, and other activities related to the University's CMMS program that are not included in the annual support and/or maintenance and the implementation services.

3.18.2 For each on-call consulting project, it is expected that a Scope of Work document will be provided by the Vendor for each task, and that there will be a budget for each task that includes resources allocated, specifically staff hours and titles.

3.19 Warranty: Selected Firms shall unconditionally warrant all products and labor associated with services to be provided will be performed in a good and workmanlike manner. A copy all warranties **must be submitted with all proposals**.

3.20 Conflict Resolution: Vendor agrees to promptly respond to and resolve any complaint relating to its products and/or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the University from any claim arising out of its failure to comply with the previously mentioned requirement. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the resulting contract(s).

3.21 Contract Term: The contract term shall be a period of five (5) years with two (2), five (5) year renewals or any part or combination thereof.

3.22 Pricing: Pricing shall remain firm for the first twelve (12) months of the contract period. Price increases thereafter shall be capped at the Consumer Price Index (CPI-U) or an established annual cap as set forth in the vendor's proposal.

3.23.1 Vendor is requested to provide separate fixed fee prices for all Implementation Services. Invoices shall be issued on a mutually agreed upon milestone schedule. Fixed fee will be inclusive of all travel, overhead and business related expenses.

3.23.2 On-Call Services T&M and menu rates: Vendor is requested to provide fully-loaded T&M rates and menu rate pricing for all Consulting Services, which will be used as the basis for developing pricing quotations for future Statements of Work. Invoices shall be issued on either a monthly, quarterly, projection completion or milestone basis. Rates will be inclusive of all travel, overhead and business related expenses.

3.23.3 Pricing changes may be allowed after the first (12) months, if mutually agreed upon by all parties. It is the University's expectation that the selected vendors will provide justifications in writing demonstrating cost increases as part of their request for increasing pricing.

3.23.4 Firms shall submit their request in writing on company letterhead, indicating contract award number and specify changes requested.

3.23.5 All such changes must be requested a minimum of sixty (60) days prior to the effective date.

3.23.6 Although this contract is being established for the University of Connecticut, these services may also be required and/or requested by the Connecticut College Purchasing Group (CCPG) member institutions. All pricing awarded under this contract must also be extended to CCPG members. In addition, all spend by members of the CCPG 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.

3.24 Environmentally Friendly Commitment: As the University continues to expand, it is our goal to continue to reduce our impact on the Earth's climate. We continue to take steps to become more environmentally responsible and to reduce our carbon footprint, reduce waste, conserve energy and procure more environmentally friendly products. Respondents are asked to provide a copy of their firm's environmental and/or green policy.

University of Connecticut Green Policy:

Refer to the University's "Vendor Code of Conduct" in Section 6.20 Corporate Social Responsibility.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	November 19, 2015
Mandatory Pre-Proposal Conference	December 3, 2015 1:30PM-4:30PM (EST)
Written Inquiries from RFP Participants	December 4, 2015 5:00PM (EST)
University Response to Proposer Questions	December 10, 2015
Proposal Due Date & Time	January 11, 2016@ 2:00 PM (EST)
Proposer Presentations (if necessary)	TBD as necessary
Anticipated Vendor Selection Date	February 5, 2016
Contract Service Commence	July 1, 2016
*Subject to change as deemed necessary by the University.	

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

4.2.1 Michael Franklin
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
E-mail: Michael.franklin@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 Deadline for Proposer Questions has expired with Section 4.1.

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 5.2.1. 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://www.purchasing.uconn.edu/currentbid/currentbid.html 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.

4.2 Madatory Pre-Proposal Conference: There is mandatory pre-proposal conference scheduled for this RFP on December 3, 2015 at 1:30PM-4:30PM (EST).

University of Connecticut
Facilities Operations & Building Services
Conference Room B
25 LeDoyt Road, U-3252
Storrs, CT 06269-3252
Parking is limited in this area. Additional parking is available in the North Garage.
http://park.uconn.edu/

Vendors may attend the Pre-Proposal Conference in person or via
https://join.me/UCONN_PAES

On a computer, use any browser. Nothing to download.
On a phone or tablet, launch the join.me app and enter meeting code: **UCONN_PAES**

Join the audio conference:
Dial a phone number and enter access code, or connect via internet.

By phone:
United States - Atlanta, GA **+1.404.801.3225**
United States - Camden, DE **+1.302.202.5900**
United States - Detroit, MI **+1.734.746.0035**
United States - Hartford, CT **+1.860.970.0010**
United States - Los Angeles, CA **+1.213.226.1066**
United States - New York, NY **+1.646.307.1990**
United States - San Francisco, CA **+1.415.655.0381**
United States - Saugus, MA **+1.781.666.2350**
United States - Tampa, FL **+1.813.769.0500**
United States - Washington, DC **+1.202.602.1295**
Access Code **773-002-373#**

Other international numbers available

By computer via internet:
Join the meeting, click the phone icon and select 'Call via internet'. A small download might be required.

Start time by time zones

4.3 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:

4.3.1.1 UCONN Parking Services (Main and Regional Campuses)
4.3.1.2 UCONN Health Center Public Safety, Farmington, CT

4.4 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.

4.5 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, may request presentations from short-listed firms, as required, and recommend which proposals are the most advantageous to the needs of the University.

Evaluation Criteria	
I. Performance Suitability	
Understanding and Conformance to Requirements and Specifications	Quality of Offering
Management, Support & Project Plan	Experience and Past Performance
Key Personnel	Related Factors
II. Competitiveness of Fee/Pricing Proposal	

4.6 Vendor Presentations & Interviews: Presentations from short-listed firms, if determined to be in the interest of the University by the evaluation committee, may consist of formal presentations, scripted software demonstrations and interviews. The evaluation committee may establish evaluation criteria for requested presentations, demonstrations and interviews. Each Proposer's travel, accommodations and other expenditures associated with conducting a presentation, demonstration will be at the Proposer's expense and will be non-reimbursable.

Below is a sample script of what vendors may be asked to address during the demonstrations. Specific scenarios that will be used as part of the demonstrations will be provided in advance to the vendors selected for on-site interviews. All scenarios must be demonstrated through a live connection to the vendors SaaS server(s). Using screenshots to demonstrate capabilities or providing the demonstration through software installed directly on a laptop is not acceptable.

	Scenario	**Performance**	**Notes**
1	A hot/cold call is placed from Building "X"	Show how customer submits the order, how the work is scheduled, tracked and closed out. Describe or show a sample of the user interface used by each individual who is part of the process.	
2	Preventive maintenance performed to extend usable life of equipment	Show how the CMMS generates a maintenance work order and how the CMMS manages maintenance schedules	

	Scenario	Performance	Notes
		and routing through workload distribution to maintain balance between tradespersons. Show how the tradespersons receive their work orders, reports labor and material costs, and closes out a work order.	
3	Facilities Management Data Searches	Demonstrate how searches are completed to find customer requests, room locations, asset records, and open work orders.	Show various types of searches within modules, reports and dashboards
4	Facilities Management Use and Review: Equipment	Demonstrate how an equipment history is captured. More specifically, show how to create an equipment record and what information can be stored in the system, such as installation date, model and serial number, maintenance records, criticality and life expectancy. Show how an asset record is updated while in service and how a record would be retired upon equipment end life. Show how the CMMS handles an asset exterior to buildings or not specifically related to a	

	Scenario	Performance	Notes
		building or building system, such as a streamline.	
5	Facilities Management Use: Tracking Costs by Building	Show how the CMMS can use four digit cost center codes as summarized in the notes. Then, generate a report for building numbers 1701, 1704 and 1789 to show the cost of maintenance for all HVAC equipment in these buildings between January 1 and March 30, 2013.	Cost center codes • First digit: Group • Second digit: Division within the group • Third and fourth digit: Department within a Division
6	Security Requirements	Demonstrate access permissions and how the system is set-up.	
7	Customer and Tradesperson Data	Demonstrate how customer and personnel data is stored and accessed for use by maintenance managers.	Show where to find the data and how the data is used within reports generated by the CMMS.
8	CMMS Dashboard	Show how the CMMS displays the following key performance indicators: • Preventive to corrective maintenance ratio • Number of open work orders	
9	COBie-capable Mini Challenge	Demonstrate how software imports version 2.4 of the COBie standard using the COBie clinic reference model version 12	COBie clinic file will be provided with scenarios

	Scenario	Performance	Notes
10	Air Quality Management District (AQMD) Reporting	Show how the CMMS keeps track of the following required by AQMD for generator emissions: Status of test and copy of report.	Status should either be scheduled or complete. Report results should be an attachment to the generator asset record.
11	Equipment History Tracking	Show how the CMMS can track history of maintenance activities at both equipment and room level.	Show how the system can keep a history of equipment issues. For example, show how the CMMS can store records to demonstrate that it was necessary for an HVAC contractor to make three visits to repair an air handler to meet occupant comfort requirements.
12	Add Assigning work, work leveling and scheduling.	Visualization capability for individual schedules.	

5.0 Submission Instructions:

5.1 RFP Due Date and Time: Proposals are due on **January 11, 2016 at 2:00pm (EST)**. 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.

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) with accompanying Excel templates (.xls) 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: The SOW is the basis for the Technical Proposal

5.5.4.1 Provide a detailed description of the product, the implementation activity or work output, the means of accomplishing the work, how the work will be performed, and demonstrates the overall understanding of the University's requirements in relation to the Scope of Work (SOW) requirements.

5.5.4.2 Work Order Management: Describe the work order management process and capabilities of the CMMS. Specifically describe how the CMMS would be used to create and manage work orders.

5.5.4.3 Reporting and Dashboards: Describe the CMMS's reporting process and capabilities by providing examples of reports and dashboards. Reports and dashboards of specific interest include both a single point in time and trending of:

a. Number of open work orders by trade or individual
b. Number of closed work orders by trade or individual
c. Number of overdue work orders, based on date associated with priority
d. Average response time for emergency work
e. Number of facility work orders (FWO)
f. Planned to unplanned maintenance ratio
g. Labor hours spent per trade per building
h. Workforce productivity
i. Preventive maintenance completion rates
j. Customer request information
k. Graphical display of work order information

When describing a report or dashboard, clearly state if the description is specific to a report, dashboard or both. Also state if the date from the report and/or dashboard can be exported, including format types, to support further analysis.

5.5.4.4 System Administration: Describe the software system administration process and capabilities. Specifically, describe the following:

a. Ability to import and export data, specifically how data from the current CMMS can be imported into your CMMS
b. Ability to set up user-defined drop-down lists and pick lists from a single source
c. Ability to relate any external document to any record in the application, such as attaching CAD drawings or warranty documentation to a record.

5.5.4.5 Asset Management: Describe the software system asset management capabilities, particularly as they apply to Section 3.7.

5.5.4.6 Process Management: Describe the software system administration process and capabilities. Specifically, describe the following:

a. Ability to determine which tasks within a work order has been completed, and who is responsible for each step.
b. Ability to automatically transmit email messages to notify the next person in the flow that an action is pending.
c. Option to require manager approval before a process can be initiated. For example, a maximum dollar value that cannot be exceeded before work is performed.
d. Ability to reroute a work order to alternate person during vacations or other absences.

5.5.4.7 Mobile Devices: Summarize how the CMMS provides for utilization of mobile devices, including various types of cell phones with email capabilities to manage work orders. Specifically describe how the CMMS interfaces with email, apps or other electronic interfaces without the use of web links or links that redirect the user outside of the email or application.

Functionality of specific interest include:

a. Send and receive work assignments
b. Update work orders, including entering notes and record actions to complete the work order and parts used
c. View preventive maintenance procedures
d. Create and input time data into work order records to track labor data
e. Attach images to work orders
f. Filter and prioritize work by assets or locations
g. User-friendly self-service application

Also state what mobile device operating systems or platforms the CMMS supports (i.e. Android, Blackberry, iOS, etc.). Provide screenshots of the mobile application and be prepared to demonstrate the live application

during the demonstration if your solution is selected for the vendor scripted demonstration.

5.5.4.8 COBie Capability Requirements: Address all COBie elements outlined in Section 3.9 and:

a. **If currently COBie capable:** Discuss if, and how many, COBie Challenge events their company has participated, as well as which information can be imported into their software using the COBie standard.

b. **If not currently COBie capable:** Describe how your company will demonstrate that the requirements of the standard will be met if selected.

5.5.4.9 Application System Requirements: Describe how your CMMS integrates and/or supports the following:

a. Software as identified in Section 3.3

b. Standard web service data format types including:

i. Simple Object Access Protocol (SOAP)
ii. JavaScript Object Notation (JSON)
iii. Comma-Separated Values (CSV)
iv. Microsoft Excel
v. Extensible Markup Language (XML)
vi. Portable Document Format (PDF)
vii. Rich Site Summary (RSS)

5.5.4.10 Environment: Provide a summary of how your software supports the different platforms, as well as any dependencies on other third party products, such as structured query language (SQL), Oracle and DB2.

5.5.4.11 Service Reliability and Data Recovery: Describe the software service reliability, including software availability, schedule of upgrades, and maintenance schedules that may disrupt service availability. Specifically state if there are any regularly scheduled times which it is not possible to access the software because a software as a service offering is required. Additionally, provide a summary of your software's data recovery and business continuity plan. Within the summary, describe how the software will return to be fully operational after disruption in service or data corruption. For example:

a. Does the software allow for automatic back-up of data?

b. Where are back-up's stored?

c. What is the software's back-up scenario?

5.5.4.12 Customer Support: Describe if the proposed installation includes an online help file and the level of vendor supported assistance to be provided with the installation as part of the fee for service or installation cost included in your cost proposal. Describe the different levels of customer support available with your CMMS, including but not limited to:

a. 24/7 support
b. Access to online knowledge base for self-support
c. Phone and/or online support
d. User guides

5.5.4.13 Security: Provide a brief summary of your CMMS' security protocols and capabilities. Discuss whether the software supports connectivity via https protocol using transport layer security (TLS) and/or secure socket layer (SSL) protocols. Other aspects that should be discussed include:

a. Data encryption capabilities
b. Password management
c. Permissions management to ensure that only authorized personnel have access to the applications they need
d. Integration capabilities with external Single Sign-On systems

5.5.4.14 The Proposer may provide a description of additional capabilities of the CMMS that are not listed in the RFP, but that the Proposer feels are valuable elements of their CMMS solution.

5.5.4.15 The Proposer must provide the following documentation as part of this proposal:

a. System design documentation, including an architecture map
b. System configuration documentation
c. System administration documentation
d. Service Level Agreement (SLA) documentation

5.5.4.16 The Technical Proposal is the basis for the Organization and Management Proposal

5.5.5 <u>Organization and Management Proposal</u>: 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 the project]
5.5.5.4 Key Personnel
5.5.5.5 Work Breakdown Schedule (Basis for organizing, scheduling, reporting, tracking and managing the project within the company)
5.5.5.6 Implementation 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. Please provide a preliminary plan addressing all items in Section 3.18.

5.5.6 Cost Proposal: Using the form provided in Appendix B – Pricing Matrix, please provide a Fee Schedule broken down by Deliverables. Include a summation of proposed fee. Identify SOW services that are not included within the Fee Proposal. If applicable, include an Hourly Rate chart of key individuals and positions to be used in calculating additional services.

5.5.7 Appendices/Required Forms:

5.5.7.1 Similar Contracts: Provide a list with detailed descriptions of assignments within the past five (5) years that are of similar size and scope as to that of the University. These similar contracts should demonstrate the vendor's experience in providing all types of services in a higher education or municipality setting.

5.5.7.2 Client References: Provide a minimum of three (3) client references for each of the projects provided in Section 5.5.8.1 above. Use Appendix E.

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

5.5.7.4 Form 5 Consulting Agreement Affidavit (See Section 5.6.2)

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

5.5.7.6 Form 7 Iran Certification (See Section 5.6.4)

5.5.7.7 Bidder Contract Compliance Monitoring Report (See Section 5.6.5)

5.5.7.8 Vendor Code of Conduct Acknowledgement of Receipt (See Section 6.20)

5.5.7.9 Non-Discrimination Certification (See Section 5.6.6)

5.5.7.10 SEEC Form 10 Acknowledgement of Receipt (See Section 5.6.7)

5.5.7.11 CT Economic Impact Form (See Section 5.6.8)

5.5.7.12 Anti-Collusion Affidavit (See Section 5.6.9)

5.5.7.13 Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt (See Section 5.6.10)

5.5.7.14 Financial Statements (See Section 5.7)

5.5.7.15 Proposed Specifications. Use Appendix A.

a. Point out where requirements are met
b. Point out where requirements are exceeded
c. Explain requirement deviations (not met, with alternate solution)

5.5.7.16 Proposed Pricing. Use Appendix B.

5.5.7.17 Proposed Roles and Responsibilities (Staffing Plan). Use Appendix C.

5.5.7.18 References highlighting performing all types of services in a higher education or municipality setting. Use Appendix E.

5.5.7.19 General Requirements. Use Appendix F.

5.5.7.20 CCPG Participation (if applicable). Use Appendix G.

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.

5.6.1.1 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.

5.6.2.1 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.

5.6.3.1 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.

5.6.4.1 Form 7 Adobe.pdf Form 7 Word.doc

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

5.6.5.1 Notification to Bidders/Contract Compliance Monitoring Report

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

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

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

5.6.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.6.8 Connecticut Economic Impact Form:

5.6.8.1 Connecticut Economic Impact Form

5.6.9 Anti-Collusion Affidavit

Please see portfolio

5.6.10 Governor Jodi M. Rell Ethics Memo

Please see portfolio

5.7 Financial Statements: 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 Products and Services: Each Proposer must respond to, and be capable of, supplying all products and services outlined in the RFP specification.

6.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of 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: Proposals must show stated quantity, unit price, extended amount and grand total with packing and delivery cost to destination included.

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 5.8. 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 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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.

6.22 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.

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

6.24 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.

6.25 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.

6.26 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.

6.26.1 The University may:

6.26.1.1 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.

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

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

6.26.1.4 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.

6.27 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions and/or alternates must be outlined in Appendix A – Specifications Matrix.

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

7.16.11 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 non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

7.16.12 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**

a. 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).**

b. 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**

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

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

7.22 **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:** 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.

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, 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. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

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 **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.

7.46 **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.

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

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.

7.50 **Corporate Social Responsibility:** In consideration of the University's commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Proposers (the "Proposer Code of Conduct"). Proposer hereby acknowledges receipt of the Proposer Code of Conduct for which a copy can be found at http://csr.uconn.edu/.

8.0 Form of Proposal

Date: / /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 a Computerized Maintenance Management System , 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 180 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. Distributor 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: _____

9.0 Appendix A – Specifications Matrix

10.0 Appendix B – Pricing Matrix

11.0 Appendix C – Roles and Responsibilities Matrix

12.0 Appendix D – Contract Form

13.0 Appendix E – Reference Form

14.0 Appendix F – Company Profile

15.0 Appendix G – CCPG Form

Please see portfolio