



REQUEST FOR PROPOSAL

RFP # CGP012016

Laboratory Supplies and Equipment

Proposal Release Date

January 20, 2016

Pre-Proposal Conference

February 3, 2016 @ 10:00 AM (ET)

[SNOW DATE: February 5, 2016 @ 10:00 AM (ET)]

Proposal Due Date

February 24, 2016 @ 2:00 PM (ET)

Cathleen G. Paquette
Purchasing Agent II
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2620
Email: cathleen.paquette@uconn.edu

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1.0 Introduction

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified firms (hereinafter referred to as "vendor", "proposer", "bidder", "firm", "manufacturer" or "respondent") in pursuit of its desire to establish a multi-vendor contract for laboratory supplies and equipment for the research and academic communities at the University's main campus in Storrs, all regional campuses and extension offices located throughout the State of Connecticut and UConn Health in Farmington. Additionally, the University has a strong preference for the contracts awarded as a result of this RFP to be extended to all State of Connecticut agencies as well as the Connecticut Colleges Purchasing Group (CCPG). Please visit <http://www.ccpq.net> for additional information about CCPG. Please refer to Appendix G to extend your offer to contract to CCPG members.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4302 acres, enrolls over 30,450 students, and produces over 7,600 undergraduate, graduate, and professional degrees annually. The total construction-related budget for fiscal year 2014 was \$2.1 billion dollars and on-going initiatives include: UCONN 2000 & 21st Century UConn, Next Generation Connecticut, and Bioscience Connecticut. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, Torrington, Waterbury, and West Hartford. Its academic health center, UConn Health (UCH), is located in Farmington, Connecticut. Detailed University demographics are available via the following link: http://uconn.edu/content/uploads/2015/02/UConn_Facts_2015_Final.pdf.

3.0 Summarized Scope of Work

The University is seeking to establish a contract which will meet the needs of the widest range of research and educational requirements. The goal is to provide the client departments, agencies and institutions with the greatest number of options at the best value.

Respondents will each represent one of the following three (3) categories:

- 1) Category 1: Full-line distributors
- 2) Category 2: Limited or regional distributors
- 3) Category 3: Manufacturers offering direct sales

The University desires experienced, professional firms that can provide the following:

- Support the research and academic community with customer service, professional sales support and provide technical guidance
- accurately deliver products next day, where possible, or in a reasonable response time
- offer the deepest discount prices possible
- assist the University administration and research community in reducing administrative costs and improving efficiencies,
- skillfully implement and manage the contract,
- customize programs, materials and billing to the University's exact needs and requirements,
- possess the technology to monitor and assess our contract as the University's needs change,
- to support the University's e-commerce platform

The successful vendors must have an experienced and knowledgeable sales and support staff to meet the requirements of the University community.

Vendors interested in providing the required goods and services, should submit their proposals and discounted prices based on the General Terms and Conditions and Specifications contained herein.

The University is particularly interested in leveraging our E-procurement platform, HuskyBuy, powered by SciQuest, for a number of awardees, allowing for the automation of certain types of purchases and functions, furthering end-user convenience and driving process efficiency.

Vendors may be selected for representation on HuskyBuy based on current and projected volumes, and other considerations solely determined by the University. The requirements for the HuskyBuy catalog site are outlined in Appendix E.

Note: Vendor must recognize that the e-commerce platform(s) may change during the course of the contract. Vendor must be willing to make any and all adjustments at no additional cost to the University.

3.1 Term

The term of any contract resulting from this RFP shall be from **May 1, 2016 through April 30, 2021 with options to extend annually for up to five (5) additional one (1) year terms**. Said options will only be exercised upon satisfactory performance and by mutual consent of both parties.

3.2 Exclusions

The following items are NOT included in this RFP:

- Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)
- Any Compressed Gas supply or related items, as these are currently available under another University contract award.

3.3 Small, Minority, Woman-owned and Disadvantaged Business Support

Consistent with University Diversity Program goals, the University encourages the participation of Connecticut-based and regional businesses, as well as small, minority, women-owned and disadvantaged businesses for any purchasing related to this contract. Describe any programs that your company currently has in place in support of these types of businesses; and whether and how the resulting contract would or could be incorporated into the program(s). Further, please provide any information pertaining to the requirement of the Connecticut Department of Administrative Services (DAS) certification (see Section 6.1.13) or Federal SBA certifications.

3.4 Personnel Requirements

3.4.1 On-Site Representative

Vendor must provide a sales representative, on a regular basis, who has a exceptional knowledge of the products and who will provide, at a minimum, the following services:

- Provide technical information regarding products for the end users;
- Assist Procurement Services with resolving customer service problems;
- Provide demonstrations and samples of products and supplies for the end users;
- Provide needs assessment for individual departments;
- Consult on new building projects with regard to laboratory requirements;
- Detail new products to the community and integrate those items into the pricing structure of the contract;
- Amend the pricing structure to meet new University requirements, i.e., providing special pricing for unusually large orders and/or high volume items;
- Provide relevant training for new staff as well as in-service training as required by individual departments;
- Devote as much time as is necessary to effectively meet the needs of the University as they relate to this contract
- Be accessible 24 hours a day, seven days a week for emergencies.
- It is preferred the full-line distributor(s) assign two separate representatives for the Storrs and Farmington locations. Each will coordinate all specialty representatives as well as manufacturer's representatives. This will insure a presence on both campuses 5-days per week.

Although no vendor badge system currently exists at the Storrs Campus or regional campuses, vendor(s) must agree to comply with any initiatives regarding the future implementation of a campus-wide badge system and/or a credentialing system, which may include background checks.

3.4.2 Customer Service Representative

Vendor must provide access to inside customer service, available via a toll-free number. It is preferred that the full-line distributor(s) assign a dedicated customer service representative who is intimately familiar with the account requirements. Customer Service shall provide the following minimum services:

- Product research and knowledge
- Order processing
- Manage and update computerized pricing
- Handle all billing and credit issues, including returns
- Track shipments when required
- Support the sales representative on campus when required
- Provide information regarding more cost effective alternatives for clients.
- Provide training and support for use in on-line ordering systems.

3.4.3 Vendor must have the ability to provide access to account information on-line, including, but not limited to, usage history, usage by delivery address, order status, order entry, Material Safety Data Sheets, product specifications and various other analysis tools.

3.4.4 Vendor must offer in-house technical assistance.

3.5 Product Requirements

It is not the intent of these specifications to rule out or eliminate any prospective bidder or manufacturer. If the materials or services you intend to bid do not comply with the specifications as written, you are instructed to attach to your proposal a complete itemization and explanation for each deviation or variation from the specifications. The University may, at its discretion, consider or deny any deviation and purchase the material which best suits its intended use. The bidder shall not purposely bid goods or services of a lesser quality, which requires deviation from the specification, if the bidder can furnish the goods or services, which will comply with the minimum technical specifications.

Vendors are to submit pricing for chemicals as part of the response. However, due to nature of on-going research, there is no mechanism by which to predict or commit to future requirements. Accordingly, any contract issued pursuant to this RFP will be non-exclusive.

- 3.5.1 Proposals must include a complete list of the manufacturer's for which the vendor is an authorized distributor.
- 3.5.2 Proposals must include the vendor's policy for providing demonstration equipment, including any restrictions on the number of units or the length of time.
- 3.5.3 Vendor must have the ability to cross-reference other suppliers' and manufacturers' catalog numbers.
- 3.5.4 Vendor must have the ability to offer substitutes for discontinued products or stock outs. However, auto-substitution will not be accepted.
- 3.5.5 In the event that an item ordered becomes discontinued during the contract, vendor must notify the end user for authorization before the item is substituted and shipped. Samples of the proposed substitutions may be required before sending shipments. The University reserves the right to return any shipment, if in its opinion the products supplied do not conform to the specifications of this contract.
- 3.5.6 Unless otherwise specified supplies and services must be new items, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the University pertaining to items being rejected is final.
- 3.5.7 Manufacturers' brand names and numbers are used for the guidance of bidders. Alternate items of equal quality will be considered. Manufacturers' name and model number should be indicated in the appropriate field FOR EVERY ITEM BID.
- 3.5.8 The determination of equal quality will be based on the internal professional opinions of University staff.

3.6 Prices

Pricing for this contract will be based on a discount schedule from vendor's price list or catalog.

- 3.6.1 For evaluation purposes, vendors will complete the discount schedule for the product categories listed in the *Appendix B* and or any additional categories as appropriate for their primary business function. Product pricing will be based on this discount schedule. Net prices must include delivery to the specified location.

Each prospective vendor must furnish firm pricing discounts on all their category/pricing codes as part of this proposal. The percentage discount and pricing code for each category and/or sub-categories must be provided. Respondents must indicate the applicable discount(s) for each of his/her company's sub-categories.

- 3.6.2 Respondents shall propose a structure for tiered pricing with discounts increasing as thresholds are achieved. For example:

Volume Threshold	\$0 – \$50,000	\$50,000 - \$100,000	>\$100,000
Discount	15%	20%	25%

The ‘volume’ refers to overall annual spend among all participating agencies and institutions. As the overall spend increases, better discounts and/or incentives are expected.

- 3.6.3 All proposals must also include a list of all product lines offered and any additional pricing information that will apply. Where the cost to vendor(s) for any given product line is determined by a published price list from the manufacturer, the University’s net pricing shall remain fixed for the duration of that price list.

- 3.6.4 Price lists offered shall remain firm through the first annual term of the agreement. Thereafter, prices may be subject to revision, at the annual anniversary date. Price changes will be accepted subject to the following conditions only:

3.6.4.1 The proposal should include suggested procedures for dialog and agreement regarding the review of requested price increases in other similar mutual circumstances. After the initial period, the prices quoted in response to this RFP may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI-U), appropriate for the commodity, as published by the United States Department of Labor.

3.6.4.2 Price changes shall be submitted in writing thirty (30) calendar days prior to the date the increase rate is allowed to become effective. Acceptance of which shall be subject to the University’s receipt and approval of the written documentation requesting the changes. No retroactive increases will be allowed. Price escalation is permitted only once per term. Price changes approved by the University shall then remain firm for the annual term.

3.6.4.3 The prices quoted for each yearly period shall be firm except that the University shall receive any reduction in prices that may occur during the contract period. The reduced prices shall apply on all shipments made on or after the date the reduced prices become effective.

- 3.6.5 The University reserves the right to request additional large quantity discounts and to seek additional competitive bids on any item(s) listed in any customized catalog or any high value instrumentation during the contract period when it is deemed by the University to be in its own best interest.

3.7 Warehousing of Laboratory Supplies

Full-line distributors must have and maintain an adequate inventory in a vendor-operated warehouse(s) to provide all items covered by the contract. The University reserves the right to inspect the vendor’s warehouse(s), prior to an award being made, to determine if vendor has appropriate inventory and such resources as necessary or appropriate, determined by

commercially reasonable standards in the industry, to meet all of the vendor's duties and obligations as set forth in this RFP.

3.8 Ordering Procedure

- 3.8.1 All orders (Storrs locations and all branch/extension locations and UCH) shall be accepted by the vendor between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except legal holidays. Orders shall be processed via purchase orders via facsimile through an internet based ordering system. Preference is for full-line distributors to provide delivery to the specified destination within 24 hours "next business day" after receipt of order **except for equipment, special orders, backorders, and same-day deliveries.**
- 3.8.2 Vendors must submit data to support their fill-rate capabilities.
- 3.8.3 Vendors must detail how order placement continuity will be maintained when vendor's key personnel are on vacations or holidays, or when illness or emergency strikes.
- 3.8.4 The University of Connecticut has a purchasing card program. This card acts as a procurement tool offering an alternative to the existing University procurement process. It provides an extremely efficient and effective method of purchasing and paying for goods and services with a value less than \$5,000.00 per transaction. This value is subject to change at the discretion of the University. The purchasing card is designed for purchases related to University business only. Vendors shall be responsible for credit card user-handling fees. Vendors shall only charge to the University's Card upon delivery or shipment of the goods. Successful vendors must be able to provide Level III data reporting.

3.9 Delivery

The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice.

- 3.9.1 The vendor shall indicate the method of delivery of goods (e.g., common carrier, fleet, etc.) in the response.
- 3.9.2 Deliveries will be "inside delivery". "Inside delivery" is defined as the designated delivery location within the ordering entity's building, which may be a particular floor, room, etc. Bidders should be aware that there might be multiple inside deliveries to multiple locations within a building, as well as dock delivery for the same building.
- 3.9.3 "Inside Delivery" of lab equipment shall include uncrating and set up in the designated lab.
- 3.9.4 Deliveries to the UConn main campus, all branch campuses and extension offices throughout the State will be made to their respective receiving areas five (5) days per week. Due to limited access to many of the buildings on the Storrs campus, deliveries to be made directly to departments must be made using a straight-bodied truck. The vendor will be responsible for ascertaining any additional restrictions for inside deliveries to departments. Equipment deliveries and any other deliveries being transported by common carrier shall be at pre-arranged times to be determined between the

department contact and the contract vendor.

- 3.9.5 Each order must be individually wrapped, packed and labeled with the department name and unit number, building name (with a zone designation), street address and room number, an attention name and order release number (original purchase order number). Each package must contain a copy of the packing slip with the complete order and product information.
- 3.9.6 Shipping Terms
- 3.9.6.1 All orders shall be FOB destination, freight included. There shall be no additional pallet charges and no additional charge for inside deliveries.
- 3.9.6.2 For special orders, and same-day deliveries, deliveries shall be FOB destination, with freight prepaid and billed to the University.
- 3.9.6.3 For deliveries to rural areas, (other than the University's branch campuses and Extension Offices), Vendor reserves the right to charge University for its shipping expense with advance written notice. This applies to off-site research or academic locations.
- 3.9.7 Acceptance of the total delivery by signature based on total package count and manifest does not represent transfer of responsibility to the University for the contents of each package. In the event of shortage, overage or damage within the package, the vendor will accept University documentation for resolution.
- 3.9.8 The vendor shall resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the vendor shall take all of the steps the University Procurement Services Department deems necessary.
- 3.9.9 Proposals must include a detailed description of the procedures used for international deliveries. Frequently researchers are collaborating with colleagues overseas or conducting their own projects in foreign countries and require shipment of materials directly to the research site.
- 3.10 Return Policy
Describe in detail your company's return policy with any appropriate copies of required documents (e.g. return for credit forms). The University desires the most streamlined process possible.
- 3.10.1 Products returned because shipped in error, quality issues, duplicated shipments, outdated products, etc., shall be picked up by the vendor within five (5) business days after notification, **with no restocking fee**, and shall be replaced with specified products, or the University shall be credited for the full purchase price in same or next billing cycle.
- 3.10.2 Products ordered in error by the University may be returned for credit **without penalty** (restocking fee) when returned within thirty (30) days of receipt, unused). It is understood by the University that products must be in resalable condition (original container, unused).

3.11 Invoicing – UConn Main Campus, Branches and Extension Offices

Invoices and inquiries regarding same shall be directed to: The University of Connecticut, Accounts Payable Department, 3 Discovery Drive, Unit 6080, Storrs, CT 06269-6080; (860) 486-4137; apinvoices@uconn.edu.

The successful vendor must be able to accept payment by:

- Conventional check
- Procurement card (credit card numbers must be SSL-encrypted, should be able to provide Level III data and capable of providing credit-card aliases)
- ACH

3.12 Warranty

The vendor shall unconditionally warrant all products as being free from defects and capable of performing when operated within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance of products, the vendor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University.

3.13 Website Ordering Training and Implementation

Vendors selected to provide a catalog on Husky Buy shall provide formal on-site training as necessary at the UConn and UCH campuses within the first six months of implementing vendor website ordering. Upon completion of the implementation period, the vendor shall provide training sessions at the request of the University.

3.14 Management Reports

3.14.1 As required by the University, the successful vendor(s) shall submit activity reports corresponding to the University fiscal year. For the purposes of this contract, vendors must report data by quarter from July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

Additional reports/data will be provided at the request of the using agency and provided within five (5) business days.

3.14.2 The reports shall be provided in either electronic format or computer generated spreadsheets, and shall provide, at a minimum the following information:

- sales by account number,
- within each account, sales shall be broken out by commodity group, quantity and dollar amount
- summary of monthly and year to date sales for each account number,
- summary of monthly and year to date sales for the total University,
- summary of annual sales data by all participating CCPG members.
- Small business and minority reporting
- Manufactured in America reporting

- 3.14.3 Detail in your response how your firm rates and reports its performance, as well as, the performance of those employees assigned to the University account.
- 3.14.4 The University would expect the successful vendor(s) to conduct formal business reviews with University Procurement management. Detail in your response how these reviews are structured, who attends and conducts the presentation and what performance measures are discussed.
- 3.14.5 Detail in your response how your firm will assess and report its performance amongst the University's over 500 requisitioning departments; how often will you do this, what criteria are evaluated and how fast do you implement change or corrections?
- 3.14.6 Detail how your firm will provide a breakdown of spend across all accounts.
- 3.14.7 Detail a plan in which the University may receive additional discounts or rebates on bulk purchases, as indicated on these spending reports.
- 3.15 Events
Vendors are encouraged to participate in at least one (1) University event annually. Events will be coordinated by Procurement Services. Fees may be assessed to cover the expenses of larger events. Vendors will be responsible for parking.
- 3.16 Federal Compliance
A large portion of the funding for purchases under this contract will be from Federal Grants. Vendors must be compliant and in good standing with all Federal Agency lists, including, but not limited to: OFAC, SAM, ITAR, DDTC, BIS, OIG, GSA and FAR.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	January 20, 2016
RSVP for pre-proposal conference	February 1, 2016
Pre-proposal conference	February 3, 2016 @ 10:00 AM
SNOW DATE for pre-proposal	February 5, 2016 @ 10:00 AM
Deadline for Written Inquiries	February 15, 2016
Response to Proposer Inquiries	No later than February 17, 2016
Proposal Due Date & Time	February 24, 2016 @ 2:00 PM (ET)
Presentations (if required)	Week of March 14th
Anticipated Award Date	April 2016
Contract Service Commence	May - July 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 both of the contact persons 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 Cathleen Paquette
E-mail: cathleen.paquette@uconn.edu

Susan Tash
E-mail: susan.tash@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 4.2.1. 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://purchasing.uconn.edu/bid-opportunities-2/> and the State of Connecticut Department of Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2. The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 **Pre-Proposal Conference:** A pre-proposal conference will be held on the University of Connecticut's campus in Storrs, CT on the date and time noted in section 4.1. Please submit your RSVP via email to the Points of Contact noted in section 4.2.1 no later than the date noted in section 4.1. A call-in number will be provided for those unable to attend at the Storrs campus. Following the deadline for RSVP's, the location and phone number will be released to those parties who have submitted their intent to attend.

4.6 **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:

4.6.1.1 [UCONN Parking Services \(Main and Regional Campuses\)](#)

4.6.1.2 [UCONN Health Center Public Safety, Farmington, CT](#)

4.7 **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.

4.8 **Proposal Selection Evaluation Criteria:** All proposals will be evaluated by a committee comprised of representatives from various University and UCH departments as well as other institutions. The specific evaluation criteria is listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University.

Evaluation Criteria		Weight
Cost Approach		40 points
	Proposed contract pricing scheme and Discount Schedule	
	Identification and support of industry and market segment costing trends	
	Program incentives: e.g. new buildings and researchers, bulk purchases, customized orders	
	Cost reduction and efficiency support model	

Enhancements, Differentiators and Value-adds		25points
	Value-added enhancements offered, such as: Annual Product Shows, cost reduction programs	
	Product lines and offered technologies	
	Environmental and Sustainability program offering	
	Commitment to Diversity	
Customer Service Support Plan		15 points
	Identified customer support team	
	Experience of personnel assigned to account	
	Vendor's experience within the marketplace, commitment and demonstrated understanding of University's research and academic needs	
	Training offered	
	Technical support model	
	Reports and reporting capabilities	
	Technical Assistance/Seminars/Educational Programs	
Delivery of Products and Services		10 points
	Ability to meet specified logistics and order fulfillment requirements	
	International delivery capabilities	
	eCommerce capabilities	
References		10 points
	References from peer/aspirant institutions of higher education and relevant private corporate institutions	
TOTAL POINTS AVAILABLE		100 points

4.9 Presentation

Vendors may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the vendor and the University. If a vendor is requested to make a presentation, the vendor will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

5.0 Submission Instructions:

- 5.1 RFP Due Date and Time: Proposals are due on **February 24, 2016 at 2:00pm (ET)**. 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: Cathleen G. Paquette
University of Connecticut
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076.
- 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 name and address of the Proposer, the RFP number and due date. 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 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 Appendix A: Point-by-point response
 - 5.5.5 Appendix B – Pricing Matrix. Responses to this matrix must directly coincide with the category of award your firm is seeking. (Full-line or limited distributor or manufacturer) Failure to provide a response to Appendix B in the correct pricing matrix may result in your proposal being deemed noncompliant, disqualifying your firm from consideration for award.
 - 5.5.6 Appendix C – Staffing Plan
 - 5.5.7 Appendix D – Sample of Purchasing Agreement
Other than the specific pricing offered in Appendix B, respondents are requested to provide a word document of any additional terms and conditions to be added to this agreement.
 - 5.5.8 Appendix E – Optional On-Line Catalog Opportunity
Acknowledge interest in participating in this program.

5.5.9 [Appendix F](#) – References

5.5.10 [Appendix G](#) – Company Profile

5.5.11 [Appendix H](#) – CCPG Form

5.5.12 Appendix I – Non-Collusion Affidavit

5.5.13 Required Forms:

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

5.5.13.2 Form 5 Consulting Agreement Affidavit (See Section 5.6.2)

5.5.13.3 Form 6 Affirmation of Receipt of State Ethics Laws Summary (See Section 5.6.3)

5.5.13.4 Form 7 Iran Certification (See Section 5.6.4)

5.5.13.5 Bidder Contract Compliance Monitoring Report (See Section 5.6.5)

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

5.5.13.7 Non-Discrimination Certification (See Section 5.6.6)

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

5.5.13.9 CT Economic Impact Form (See Section 5.6.8)

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

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

 [Form 1 Adobe.pdf](#)  [Form 1 Word.doc](#)

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

 [Form 5 Adobe.pdf](#)  [Form 5 Word.doc](#)

5.6.3 Form 6 Affirmation of Receipt of State Ethics Law Summary: This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor,

who then submits it to the awarding State agency. Click the desired file format below to download form. Complete and submit.

 [Form 6 Adobe.pdf](#)  [Form 6 Word.doc](#)

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

 [Form 7 Adobe.pdf](#)  [Form 7 Word.doc](#)

- 5.6.5 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.

 [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).

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

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

[SEEC FORM 10 Acknowledgement of Receipt](#)

- 5.6.8 Connecticut Economic Impact Form:

[Connecticut Economic Impact Form](#)

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.
- 6.1.16 "Contractor Cost" shall mean the net cost of goods, including costs for shipping.

- 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 contain 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 Procurement Services Department, or any other University organizations, departments or personnel 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 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.
- 6.21 Notification of RFP Status: Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.
- 6.22 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.

- 6.23 OSHA Compliance: All items to be furnished shall meet all applicable local, state, and federal requirements of the Occupational Safety and Health Act. If any at any time, items or services covered under this RFP become non-compliant with applicable law, the Proposer or Contractor shall notify the University's Director of Procurement Services immediately by registered mail.
- 6.24 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University's name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.
- 6.25 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. It is the University's intention to make an award for each category which will result in a multi-vendor contract. In order to best meet the needs of the University and the financial requirements of the various end users, an exclusive contract will not be issued as a result of this RFP. Within each manufacturer's offering, three (3) separate (yet inter-connective) lines of products are desired in a Good (A-), Better (A), and Best (A+) ranking.
- 6.25.1 The University may:
- 6.25.1.1 Reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation;
 - 6.25.1.2 Correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies;
 - 6.25.1.3 Make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits; or
 - 6.25.1.4 Award by item, groups of items or total bid; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
- 6.26 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions to any content included in section 1.0 through 7.0 must be outlined in a separate document titled "Exceptions to Terms and Conditions" which is to be included with your proposal submission. Failure to submit a document per this requirement will constitute acceptance to all terms and conditions and adherence to all specifications.

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(s) 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 3.1. 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 multiple awards as a result of this RFP; however, the University reserves the right to assign 'primary', 'secondary', etc. vendor designations for these goods 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 Statutes.
- 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

- 7.19.1 The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers Conducting Business with the State of Connecticut).**
- 7.19.2 The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

7.20 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.
- 7.21 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 7.22 **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.
- 7.23 **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.
- 7.24 **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.

7.25 Proposer Personnel, Forms and U.S. Export Control Regulations:

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

7.25.2 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>).

7.25.3 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.

7.26 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.

7.27 Responsibilities of the Proposer:

7.27.1 **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.

7.27.2 **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.

7.27.3 **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.

7.28 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.

7.29 **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.

7.30 **Insurance Requirements:**

7.30.1 **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.

7.30.2 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.

7.30.3 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.

- 7.31 **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.
- 7.32 **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.
- 7.33 **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.**
- 7.34 **Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 7.35 **Intellectual Property:**
- 7.35.1 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.
- 7.35.2 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.

7.35.3 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.

7.35.4 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.

7.36 Confidential Information:

7.36.1 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.

7.36.2 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.

7.37 Responsibility of Those Performing the Work:

7.37.1 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.

7.37.2 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.

7.37.3 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.

- 7.38 **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 contain 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.
- 7.39 **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
- 7.40 **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.
- 7.41 **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.
- 7.42 The University of Connecticut is an equal opportunity employer.

- 7.43 **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.
- 7.44 **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.
- 7.45 **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.

7.46 **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.

7.46.1 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.

7.46.2 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.

7.46.3 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.

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

7.46.5 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.

7.47 **Termination for Convenience:**

7.47.1 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.

7.47.2 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.

7.48 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 "Vendor Code of Conduct. Proposer hereby acknowledges receipt of the Vendor Code of Conduct of which a copy may be found at: <http://policy.uconn.edu/2013/02/12/vendor-code-of-conduct/>

8.0 Form of Proposal

Date: February 17, 2016

TO: University of Connecticut
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT. 06269-6076

1. The undersigned proposer, in response to our Request for Laboratory Supplies and Equipment, 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. Sales Representative (Please attach Resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

10. Proposer is categorized as (check the appropriate box):

- Category 1: Full-line distributor
- Category 2: Limited or regional distributor
- Category 3: Manufacturer offering direct sales

Signed this _____ day of _____, 2015

Firm Name: _____

Address: _____

F.E.I.N. # _____

Please include a current W9

Authorized Signature _____

Print Name/Title: _____

E-Mail: _____

Appendices

Please refer to the PDF portfolio accompanying this RFP for response to the following:

9.0 Appendix A – Scope of Work

10.0 Appendix B – Pricing Matrices

11.0 Appendix C – Roles and Responsibilities Matrix

12.0 Appendix D – Contract Form

13.0 Appendix E – Optional On-Line Catalog Opportunity

14.0 Appendix F – Reference Form

15.0 Appendix G – Company Profile

16.0 Appendix H – CCPG Form

17.0 Appendix I – Non-collusion Affidavit

18.0 Appendix J – Gov. Jodi M. Rell Ethics Memo