UCONN
UNIVERSITY OF CONNECTICUT

REQUEST FOR PROPOSAL

IT Infrastructure Hardware and Related Services

RFP # SF071116

RFP Release Date

Monday, July 11, 2016

Mandatory Pre-Proposal Conference

Wednesday, July 20, 2016 @ 10:00 AM (ET)

Proposal Due Date

Wednesday, August 17, 2016 @ 2:00 PM (ET)

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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", or "respondent") in pursuit of its desire to establish multi-year contracts for IT infrastructure hardware and related services. Additionally, the University has a strong preference for the contracts awarded as a result of this RFP to be extended to the Connecticut Colleges Purchasing Group (CCPG). Please visit http://www.ccpg.net for additional information about CCPG. Please refer to Appendix F 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 4316 acres, enrolls over 31,624 students, and produces over 8,080 undergraduate, graduate, and professional degrees annually. The total construction-related budget for fiscal year 2016 was $2.6 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, and Waterbury. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: 2016 Fact Sheet

3.0 Scope of Work

The University is seeking proposals from qualified product and service suppliers to provide IT infrastructure hardware and associated software along with professional services, repairs, and maintenance. Proposers shall be resellers, value-added resellers (VARs), original equipment manufacturers (OEMs) or repair and/or service centers. A summarized list of categories of required goods and services are outlined below. Proposers are encouraged to seek awards in multiple categories. Consistent with the University's supplier Diversity goals, the University encourages the participation of SBE/MBE Firms as defined in section 6.1.13 of the RFP.

3.0.1 Category I – IT Infrastructure Hardware and/or Associated Software
3.0.2 Category II – Professional Services
3.0.3 Category III – Repair and Maintenance

3.1 Category I – IT Infrastructure Hardware and/or Associated Software:

The University requires a broad spectrum of IT infrastructure hardware and associated software. Hardware shall include but not be limited to blade server systems, deduplication solutions, digital media suites, internet security solutions, network attached storage systems, network load balancing hardware, network taps, network testing hardware, packet classification products, storage area networks, switching (foundry) products, server hardware, storage virtualization, etc. All software within the scope of the contracts resulting from this RFP shall be incidental to, in conjunction with and/or in direct support of IT infrastructure hardware. A list of required manufacturers is included on the worksheet titled "Offering" of Appendix A, Pricing Matrix.

3.1.1 Product: All items shall be new, in factory packaging, with any additional packaging required to ensure delivery free of damage. All manuals and warranty information shall be included.

3.1.2 Authorized Resellers: Resellers will, throughout the term of the contract, maintain their status as a manufacturer's authorized reseller for all product lines offered. Evidence of such authority must accompany the Technical Proposal required pursuant to section 5.5.4 and shall be in the form of a letter from the manufacturer to the Vendor, or from a distributor to the Vendor. Failure to comply with these mandatory requirements will be sufficient reason to reject bid for noncompliance. In the event that a manufacturer chooses to void the Vendor's authorization, the Vendor will notify the point of contact listed in section 4.2.1.

3.1.3 Desired University Manufacturers: The worksheet titled "Offering" of Appendix A, Pricing Matrix, includes an alphabetized list of current manufacturers required by the University. Any additional manufacturers not included which can be offered shall be input in the same area. Please see the Instructions tab of Appendix A for additional information.

3.1.4 Pricing: Contract pricing for IT infrastructure hardware and associated software shall be based on a discount off manufacturer's list price at the time of order. The worksheet titled "Cat. I Hardware Software" of Appendix A, Pricing Matrix shall be completed with the bidders discount for each line manufacturer and the respective volume tier discounts. Additional Instructions are included on the worksheet titled "Instructions" of Appendix A.

3.1.5 Catalogs and Price Sheets: The Respondent shall provide to any requestor at no additional cost, catalogs and price sheets for all IT infrastructure hardware and/or associated software offered.

3.1.6 Price Increases/Decreases: The offered discount structure shall remain fixed for the initial term of the contract. After the initial term, prices and/or discounts may be adjusted up or down in an amount not to exceed the Consumer Price Index for all Urban Customers (CPI-U), appropriate for the commodity, as published by the United States Department of Labor.

3.1.6.1 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 increase will be allowed. Price escalation is permitted only once per term.

3.1.6.2 Price changes from the manufacturer will be passed on. All manufacturers' price change notifications received by the contractor shall be forwarded to the University and will take effect after acceptance by the University. There will be no allowance for price increases on orders already placed with the contractor.

3.1.7 Additional Discounts: The proposed discounts shall be considered the minimum offered. Whenever possible, due to market conditions, large volume orders or other special circumstances, vendors are urged to make efforts to negotiate additional savings from suppliers which may be passed on to the University. The University reserves the right to solicit bids for large volume orders or special circumstances.

3.1.8 Warranty: All products sold by resellers shall be covered by the manufacturer's standard warranties, however the awardee shall be the first point of contact for all warranty issues during the warranty period. All products sold by an OEM shall be covered by the manufacturer's standard warranty. Extended warranty options, when available, shall be offered to the end user.

3.1.9 Incorrect or Damaged Goods: Any delivery of incorrect items or damaged product shall be remedied within seven (7) business days of discovery by the Contractor. Remedy shall consist of the Contractor retrieving (via call-tag or other means), at no cost to the University, the incorrect or damaged goods and furnishing replacement(s) of said products acceptable product in a timely manner.

3.1.10 Sales Support: The Contractor shall assign qualified inside and on-site sales representatives to assist end users with the selection of, and quotations for, appropriate equipment and supplies based on the needs communicated by said user. This service will be at no cost. Response to any request must take place within twenty four (24) hours of request. Reasonable service shall include prompt problem solving and physical representation. Failure to maintain satisfactory service levels, which will be determined at the University's sole discretion, shall be deemed by the University as justification to terminate the contract for non-performance.

3.1.11 Status of Orders: It is anticipated that the Contractor will establish a comprehensive process for monitoring the status of all orders, delivery schedules, etc. Any delays should be brought to the attention of the University within twenty four (24) hours. Any items on backorder for a period longer than five (5) business days shall be outlined in a weekly report to be submitted to contact noted in section 4.2.1.

3.1.12 New Technology, Additional Manufacturers and/or Product Lines: If it is determined by the University that new technology, manufacturers, and/or additional product lines are required, Vendors will be offered the opportunity to provide pricing structures to meet these needs. Additions will be mutually agreed upon and included in an amendment to the original contract or as an update to the appropriate contract schedule.

3.1.13 Minimum Orders: There will be no minimum orders, however, if a manufacturer's pricing structure has provisions for price breaks related to quantity, this information will be relayed to the ordering party.

3.1.14 Delivery: Freight/delivery costs must be billed to the University from the Vendor at cost and added to the invoice. There will be no provisions for additional charges related to delivery, including but not limited to "fuel charges." All deliveries are to be FOB Destination.

3.1.15 Quotes for Goods: All quotes issued by Vendor must be fully itemized, include the manufacturer item #, the manufacturer list price, the quantity being quoted, the discount percentage being quoted (consistent with the response to Appendix A), the discounted unit cost, the discounted extended cost and the contract number of the purchasing agreement resulting from this RFP. This requirement is nonnegotiable, therefore exception cannot be taken pursuant to section 6.27.

3.1.16 Emergency Plan: The successful bidder(s) must provide an emergency plan for addressing delivery situations that are considered out of the ordinary that may affect the integrity of equipment/networks and shall be included in the Technical Proposal required pursuant to section 5.5.4.

3.1.17 Alternate Formats: No alternate pricing for goods or services will be permitted.

3.2 Category II – Professional Services: Contractor shall have adequate staff, experience and resources to provide professional services in support of a wide variety of IT infrastructure in a timely fashion to meet the needs of the University. Services include but are not limited to training, installation, software configuration, pre-design and design services. All professional services within the scope of Category II shall be incidental to, in conjunction with and/or in direct support of IT infrastructure hardware.

3.2.1 Supervision: University staff will provide direction and supervision relating to all services provided.

3.2.2 Licensure: Due to the broad array of projects which may be performed by the awardee(s), the University cannot determine the requisite licensure requirements at the time of RFP issuance. It is agreed and understood by the Proposers that those performing services pursuant to the contracts resulting from this RFP be appropriately licensed based on any applicable laws.

3.2.3 Prevailing Wage: Category II Proposers will provide services that may or may not have prevailing wage requirements. Per Connecticut Statues, all renovation projects with a total value over $100,000.00 and new construction projects with a total value over $400,000.00 require that "All persons who perform work on site must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification". A summary of the statute may be found here: http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/3153smry.htm.

3.2.3.1 Wage Rates: Each project with a prevailing wage requirement is assigned a rate schedule by the State of Connecticut Department of Labor. Since the contract will cover multiple projects, no specific rate schedule can be provided at this time, however there is a list published each year with rates by town which can be found by navigating to the following link: http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/rates.htm.

3.2.3.2 Project Wage Rates: Rates for individual projects shall be provided as required and the Contractor will be notified in advance of the prevailing rate requirement.

3.2.3.3 Pursuant to State of Connecticut Public Act 93-392, the Bidder, shall submit a certified payroll record, utilizing the form furnished. The certified payroll shall be submitted on a weekly basis with a Statement of Compliance to the party named on the purchase order. Additionally, OSHA certifications must be included with the first submission of each working employee's certified payroll documents.

3.2.4 Use of Premises: Contractor shall assume responsibility for the protection and safekeeping of their property stored on the site. Contractor access to University facilities shall be strictly limited to those portions of the University directly required for the performance of the contract.

3.2.5 Work Hours: All work shall be performed during normal working hours, except as otherwise directed and approved by the University. Normal working hours is defined to be between the hours of 8:00 AM and 5:00 PM Monday through Friday, excluding holidays.

3.2.6 Waste Materials: The Vendor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.

3.2.7 Scheduled Project Completion: A one (1) percent (%) penalty per day of the total PO amount will be incurred for projects not completed per the timeline of the quote or SOW unless such delay occurred as a direct result of a University action or delay.

3.2.8 The University encourages Respondents to propose services (either services being i.) self-performed as a VAR, ii.) OEM services being resold by a reseller or VAR, or iii.) if an OEM, as self-performed. Services will be accessed as required and will only be permitted as it strictly relates to IT infrastructure hardware and associated software consistent with the scope of Category I, whether or not directly associated with a purchase.

3.2.8.1 Statements of Work: A detailed statement of work (SOW) is required for professional services unless services are being provided on a time and material (T&M) basis. For T&M services, SOWs shall be required at the University's discretion. SOWs must be signed by both parties before work can commence. Any deviation from the SOW must be reflected in a change order and executed by both parties.

3.2.8.2 If services are being self-performed, the Respondent must provide rates by role outlined on the worksheet titled "Cat. II Self Perf. Services" of Appendix A.

3.2.8.3 If the service is a pre-packaged SKU for predetermined services (such as a setup/configuration) with a fixed cost **or** is being resold, Respondent must provide a standard discount off the list cost on the worksheet titled "Cat. II Resold Services" of Appendix A.

3.2.9 Background Checks: The personnel of United States based Contractor's employees performing on-site services shall be required to pass a background check prior to the commencement of services. The Contractor or its agent will complete a background check to include: a criminal background check; social security number verification; and the national sex offender registry. Additional information related to the disqualifiers for each type of background check is available at the request of a Proposer.

3.2.10 Insurance Certificate: Any party providing goods or services on campus will be required to provide an insurance certificate naming the University as a covered entity. The minimum insurance requirements are outlined in section 7.31.

3.3 Category III – Repair and Maintenance: Service provider shall have adequate staff, facilities, equipment and parts inventory to provide repair and/or maintenance services on a wide variety of IT infrastructure hardware in a timely fashion to meet the needs of the University.

3.3.1 Authorized service provider: If not an OEM, Respondent shall be an authorized service provider for the majority of the manufacturers outlined on the worksheet titled "Offering" of Appendix A. Proposers must maintain their authorized service provider status throughout the term of their contract. The Technical Proposal required pursuant to section 5.5.4 shall include, in addition to your response on the Offering tab of Appendix A, a detailed list of manufacturers you are authorized to provide repair for.

3.3.2 Off-site Service: Hardware requiring off-site repairs must be picked up by the service provider and returned when service is complete. The pick-up may be performed by the service provider or a courier (UPS, FedEx, etc.). If the repair is being performed within the warranty period, no charges for the repair service or associated freight and/or delivery charges will be allowed. If outside of the warranty period, the service provider may choose to issue a call tag or send a representative to pick-up the equipment. Contractors must issue an RMA (Return Merchandise Authorization) for outgoing University shipments. At the University's discretion and based on the service provider's ability to accommodate, loaner equipment may be required. This shall be detailed in a mutually agreed upon Statement of Work. Proposers shall address their ability to offer loaner equipment for repairs/service within and outside of the warranty period in their Technical Proposal required pursuant to section 5.5.4.

3.3.3 On-Site Service: Service provider shall have staff and equipped vehicles to perform on-site service when possible. At the University's discretion and based on the service provider's ability to accommodate, loaner equipment may be required. This shall be detailed in a mutually agreed upon Statement of Work. Proposers shall address their ability to offer loaner equipment for repairs/service within and outside of the warranty period in their Technical Proposal required pursuant to section 5.5.4.

3.3.4 Turnaround Time: Unless otherwise stated in a mutually agreed upon Statement of Work, a maximum of five (5) business day turnaround time shall be considered standard. This will allow for 1 to 2 days for inspection and forwarding of an estimate to the using department and 3 days after approval, repair and return of the equipment.

3.3.5 Pricing:

3.3.5.1 If services are being self-performed, the bidder must provide rates by role outlined on the worksheet titled "Cat. III Self Perf. Services" of Appendix A.

3.3.5.2 If the service is a pre-packaged SKU for predetermined services (such as a standard preventative maintenance service) with a fixed cost of if the services will be resold, the bidder must provide a percentage (%) discount off list price on the worksheet titled "Cat. III Resold Services" of Appendix A.

3.3.5.3 Whether self-performing or reselling, all repair parts shall be marked up a fixed percentage from Vendor's cost.

3.3.6 Prevailing Wage: Vendors proposing services within Category III will provide services that may or may not have prevailing wage requirements. Per Connecticut Statues, all renovation projects with a total value over $100,000.00 and new construction projects with a total value over $400,000.00 require that "All persons who perform work on site must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification". A summary of the statute and all required Prevailing Wage forms can be found here: http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/3153smry.htm.

3.3.6.1 Wage Rates: Each project with a prevailing wage requirement is assigned a rate schedule by the State of Connecticut Department of Labor. Since the contract will cover multiple projects, no specific rate schedule can be provided at this time, however there is a list published each year with rates by town, it can be found here: http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/rates.htm.

3.3.6.2 Project Wage Rates: Rates for individual projects shall be provided as required and the Contractor will be notified in advance of the prevailing rate requirement.

3.3.6.3 Pursuant to State of Connecticut Public Act 93-392, the Bidder, shall submit a certified payroll record, utilizing the form furnished. The certified payroll shall be submitted on a weekly basis with a Statement of Compliance to the party named on the purchase order. Additionally, OSHA certifications must be included with the first submission of each working employee's certified payroll documents.

3.4 Proposer Qualifications

3.4.1 The successful Proposer will concretely demonstrate experience providing goods and/or services similar to those outlined herein at institutions of higher education or private corporations with similar volumes and needs.

3.4.2 Bidders must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the Respondent's offer.

3.4.3 The University will reject any offer and void any award resulting from this solicitation to a firm who makes any material misrepresentation in their submittal.

3.5 Responsibilities of the Parties

3.5.1 UConn Duties and Responsibilities

3.5.1.1 The University of Connecticut will supply the successful vendor with necessary data required to complete the project, where applicable.

3.5.1.2 The University will grant access to the necessary resources, including documents, information and individuals that the vendor deems necessary to the extent such access is considered generally reasonable, where applicable.

3.5.1.3 The University will work collaboratively with the Vendor on all aspects of any projects, including but not limited to the establishment of a governance and oversight process to ensure a successful implementation.

3.5.1.4 Where applicable, the University will review all project deliverables. University project leadership will sign-off on deliverables once deemed acceptable.

3.5.1.5 The University will provide office space, telephone/fax communications, and broadband internet access via network community capability where applicable and at its sole discretion.

3.5.2 Proposer's Duties and Responsibilities

3.5.2.1 The proposer shall be responsible for the acts and omissions of all the vendor's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.

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

3.5.2.3 Incompetent or incorrigible employees shall be dismissed from service by the Vendor when so determined by the University, and such persons shall be prohibited from returning to a project without written consent of the University.

3.5.2.4 Efficient and courteous responses to staff, faculty, and students for all matters related to the services being performed pursuant to the contract(s) resulting from this RFP.

3.6 Performance Criteria: The following requirements, in addition to any other requirements included in this RFP, outline the minimum acceptable performance criteria for firms securing awards as a result of this RFP.

3.6.1 One (1) business day for responses to requests for quotations for box sales
3.6.2 Samples are to be received within 3-5 business days from the date of sample request.

3.7 Award, Evaluation, and Contract Term

3.7.1 At the University's sole discretion, it is anticipated multiple awards will be made in all categories.

3.7.2 Awards shall be made in one (1) or more of the following categories:

3.7.2.1 Category I – IT Infrastructure Hardware and/or Associated Software
3.7.2.2 Category II – Professional Services
3.7.2.3 Category III – Repair and Maintenance

3.7.3 Contract Term: The initial term of the contract resulting from this RFP shall be from January 1, 2017 or the date of execution, whichever is later, through December 31, 2019. Contracts can be extended upon mutual agreement of the parties through written amendment, for three (3) additional two (2) year terms or parts thereof.

3.7.4 The University will review the performance, competitiveness, and quality of offering of the Awardees and reserves the right to issue a supplemental RFP if it deems necessary.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	July 11, 2016
Deadline to submit RSVP for Mandatory Pre-proposal Teleconference	July 18, 2016
Email Release of Pre-proposal Teleconference Call-in Information	July 19, 2016
Mandatory Pre-proposal Teleconference	July 20, 2016 at 10:00 AM (ET)
Deadline for Written Inquiries	July 21, 2016
Addendum Addressing Proposer Inquiries and Release of Contract Form	On or before July 28, 2016
Deadline for Written Inquiries Related to Contract Form ONLY	August 4, 2016
Addendum Addressing Proposer Inquiries Related to Contract Form ONLY	On or before August 11, 2016
Proposal Due Date & Time	August 17, 2016 @ 2:00 PM (ET)
Presentations, if required	September 2016
Anticipated Award Date	September 2016
Target Contract Service Commencement	January 1, 2017 or upon contract execution, whichever is later

*Subject to change as deemed necessary by the University.

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

4.2.1 Stacee Fournier
University of Connecticut
Procurement Services
3 Discovery Drive Unit 6076
Storrs, CT 06269-6076
E-mail: Stacee.Fournier@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 Written Inquiries established in section 4.1 above.

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 mandatory pre-proposal conference will be required and held via teleconference on the date stated in section 4.1. Attendees must submit their RSVP the party identified in section 4.2.1 via email no later than the date outlined in section 4.1. In-person attendance will not be accommodated nor permitted. The pre-proposal teleconference information will be released via email one (1) business day before the date of the pre-proposal conference to all parties who have submitted an RSVP on or before the dated outlined in section 4.1. **Only Respondents who attended the mandatory pre-proposal conference will have their proposals evaluated.**

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

4.8 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University.

Evaluation Criteria	**Weight**
Overall Offering	**55 Points**
Respondent's proposal demonstrates, in the sole opinion of the University, they are qualified to provide goods and/or services within the proposed categories within which award(s) are being sought. Respondent's offering is comprehensive and allows for access to products and/or services required to support operational and capital project needs. Respondent demonstrates sufficient experience to perform consistent with expectations within the categories of award they are seeking.	
References/Demonstrated History of Success	**10 Points**
Demonstrated satisfaction of previous/and or current clients as evidenced by references provided by the firm submitting the proposal and those identified by the University.	
Cost	**35 Points**
Proposed cost is competitive and demonstrates a superior level of value based on the above criteria.	
TOTAL POINTS AVAILABLE:	**100 POINTS**

5.0 Submission Instructions:

5.1 RFP Due Date and Time: Proposals are due on **August 17, 2016 at 2:00 PM (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: Please refer to section to section 4.2.1 for the address where the proposal shall be delivered.

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 RFP name, #, and the name and address of the Proposer. Hard copies will not be accepted.

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

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

5.5.1 Letter of Transmittal: Provide a summary of what is being proposed including any support documentation.

5.5.2 FORM OF PROPOSAL: (See Section 8.0)

5.5.3 Executive Summary: Provide a summary of the important points of the proposal and key benefits of being selected as the Contractor.

5.5.4 Technical Proposal: Provide a detailed description of the activity or work output, means of accomplishing the work, how the work will be performed, and demonstrates the overall understanding of the job in relation to the Scope of Work (SOW) requirements as noted in section 3.0.

5.5.4.1 The SOW is the basis for the Technical Proposal and must address all items within the SOW.

5.5.4.2 The Technical Proposal must include proof of Respondents' status as an authorized reseller or repair center, where applicable.

5.5.5 Organization and Management Proposal: Provide a detailed description of how projects and product orders will be organized, scheduled, managed, tracked and reported covering the following areas:

5.5.5.1 Management Policies

5.5.5.2 Company Organization

5.5.5.3 Account Organization: How the company is organized to handle the account

5.5.5.4 Key Personnel: The names and resumes/CVs of senior staff from your organization who would be assigned to the University account if your firm is selected as an awardee.

5.5.5.5 Work Breakdown Schedule: Basis for organizing, scheduling, reporting, tracking and managing projects within the company

5.5.5.6 Service Plan: Provide a summary of the means within your company, including established policies, procedures, control measures (personnel, financial and performance) and any other resources necessary to successfully achieve the objectives of the SOW. Service Plan shall also include a summary of how your company will meet the scheduling

requirements of the University and how your company will successfully manage the account.

5.5.6 Similar Contracts: Provide a list of accounts within the past five (5) years that are of similar size and scope as to that of the University.

5.5.7 Appendices/Required Forms:

5.5.7.1 Cost Proposal: Using the form provided in Appendix A – Pricing Matrix, provide detailed pricing. It is not expected that any one individual firm will quote on all product lines but are expected to address a minimum of one (1).

5.5.7.2 Staffing Plan: Using the form provided in Appendix B – Staffing Plan, provide a list of qualifications for key personnel.

5.5.7.3 Client References: Using the form provided in Appendix D – Reference Form, provide a minimum of three (3) client references. Client references should be able to verify accuracy of assertions made by the Vendor.

5.5.7.4 Company Profile (Appendix E)

5.5.7.5 CCPG Participation (Appendix F)

5.5.7.6 Anti-Collusion Affidavit (Appendix G)

5.5.7.7 Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt (Appendix H)

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

5.5.7.9 Form 5 Consulting Agreement Affidavit (See Section 5.6.2)

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

5.5.7.11 Form 7 Iran Certification (See Section 5.6.4)

5.5.7.12 Bidder Contract Compliance Monitoring Report (See Section 5.6.5)

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

5.5.7.14 Non-Discrimination Certification (See Section 5.6.6)

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

5.5.7.16 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.

5.6.1.1 Form 1 Adobe.pdf Form 1 Word.doc

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

5.6.2.1 Form 5 Adobe.pdf Form 5 Word.doc

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

5.6.3.1 Form 6 Adobe.pdf Form 6 Word.doc

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

5.6.4.1 Form 7 Adobe.pdf Form 7 Word.doc

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

5.6.5.1 Bidder Contract Compliance Monitoring Report

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

5.6.6.1 Non-Discrimination Certification

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

5.6.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.6.8 Connecticut Economic Impact Form: Complete and submit.

5.6.8.1 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 four regional campuses and the Cooperative Extension Offices.

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

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

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

6.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of no less than 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: Where applicable, proposals must show stated quantity, unit price, extended amount and grand total with packing and delivery cost to destination included.

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

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

- 6.9.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 6.9.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.
- 6.9.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

6.10 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University or as directed in Section 5.8. The University is particularly interested in references that are institutions of higher education.

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

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

6.13 "NO SUBSTITUTE": Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict proposers

to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same or better character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, proposer shall furnish complete data and identification with respect to the alternate commodity bidder proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the proposer does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the proposer proposes to furnish the exact commodity described. Any substitutions must meet or exceed all specification requirements and must receive approval in writing from the appropriate party at the University prior to any order being filled.

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

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

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

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

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

6.17 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the

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

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

6.19 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting. Any person who is aware of unethical practices, fraud, violation of state laws or regulations, or other concerns relating to University policies and procedures can report such matters anonymously using the information provided on their website.

6.20 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "Vendor Code of Conduct" policy. Confirmation of adherence to the University's Vendor Code of Conduct shall be part of the Proposer's response to Appendix E, Company Profile.

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

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

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

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

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

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

6.26.1 The University may:

6.26.1.1 Reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation;

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

6.26.1.3 Make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits; or

6.26.1.4 Award by item, groups of items or total bid; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

6.27 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions to any content included in sections 1.0 through 7.0, section 9.0 or Appendix C **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. No opportunity to negotiate terms and

conditions for which an exception was not taken pursuant to this section will be allowed. The University reserves the right to exercise its authority to abandon negotiations with a Proposer per section 6.11 should there be an attempt to negotiate terms which the vendor did not take exception to pursuant to this section.

7.0 Standard Contract Terms and Conditions

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

7.1 **Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with Section 7.16 will issue an acceptance of the proposal offer.

7.2 **Contract Format:** The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Proposer, superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A sample of the agreement template can be found at the end of this RFP under Appendix E. Respondents are requested to include a copy of their contract form for the University's review.

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

7.4 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

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

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

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

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.8 **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.

7.9 **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.

7.10 **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.

7.11 **Indemnification Requirements**

7.11.1 **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.

7.11.2 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.

7.11.3 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.

7.12 **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.

7.13 **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.

7.14 **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.

7.15 **Award**

7.15.1 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.

7.15.2 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.

7.15.3 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.

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

7.15.5 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.

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

7.15.7 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.

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

7.15.9 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.

7.15.10 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.

7.15.11 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.

7.15.12 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.

7.15.13 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.

7.15.14 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.

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

7.15.16 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).

7.16 **Payments under a Contract Award:**

7.16.1 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.

7.16.2 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.

7.16.3 **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.

7.17 **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.

7.18 **Business Relationship Affidavit**

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

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

proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by submitting a proposal and signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

7.19 **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 University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

7.20 **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://web.uconn.edu/parking/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) Cyber Liability Insurance (when providing services)

1. Each Occurrence $1,000,000
3. General Aggregate $2,000,000

(e) 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, its officers, officials, employees, agents, boards and commissions as Additional Insured. The Contractor shall also provide confirmation of the insurance policy endorsement. All 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 4.2.1 for details.**

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 contains trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

7.39 **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. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

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.

a. If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
b. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.
c. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
d. The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
e. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.47 **Termination for Convenience:**

a. The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
b. If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

7.48 **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 "Proposer Code of Conduct"). Proposer hereby acknowledges receipt of the Proposer Code of Conduct for which a copy can be found at http://csr.uconn.edu/.

8.0 Form of Proposal

Date: August 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 IT Infrastructure Hardware and Related Services, 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 RFP 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. Proposer Sales Representative (please attach resume):

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 2016

Firm Name: _____

Address: _____

_____

F.E.I.N. # _____
(Please include a current W9)

Authorized Signature: _____

Print Name/Title: _____

E-Mail: _____

Telephone: _____

9.0 Appendix A – Pricing Matrix

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. Responses must be provided in native file format.

10.0 Appendix B – Staffing Plan

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. Responses must be provided in native file format.

11.0 Appendix C – Contract Form

A contract form, including customized terms and conditions specific to whether the Proposer is offering equipment, software, professional services, or repair/maintenance services will be published via addendum consistent with section 4.1.

12.0 Appendix D – Reference Form

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. Responses must be provided in native file format.

13.0 Appendix E – Company Profile

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. Responses must be provided in native file format.

14.0 Appendix F – CCPG Form

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. Responses must be provided in native file format.

15.0 Appendix G – Anti-Collusion Affidavit

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. This document must be signed and notarized.

16.0 Appendix H – State Ethics Policy Memo

Please see the PDF portfolio within which this RFP was published to secure a copy of this response template. Receipt of this document must be acknowledged.