UCONN
UNIVERSITY OF CONNECTICUT

REQUEST FOR PROPOSAL

RFP # DS060420

for

CSD Case Management System

Proposal Release Date

Wednesday June 24, 2020

Proposal Due Date

Tuesday, July 21, 2020 at 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 a contractual relationship with the provider of a comprehensive case management and accommodations coordination solution for the Center for Students with Disabilities (CSD). In soliciting proposals, it is the University's intent to establish a single source for the provider and implementer of the solution. The University reserves the right to adopt the solution(s) of the awarded vendors for other departments as required, where applicable.

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution. The main campus is located in Storrs, Connecticut and regional campuses located throughout Connecticut. Regional campuses include Avery Point in Groton, Stamford, Waterbury, and Hartford. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: 2020 Fact Sheet.

3.0 Scope and Specifications

3.1 Overview and Background

The University is soliciting proposals from experienced and qualified vendors to work with the Center for Students with Disabilities (CSD) to implement a comprehensive case management and accommodations coordination solution. UConn is often listed on top ten lists of higher education institutions that are recognized as disability friendly. UConn’s CSD is a campus-wide resource of the highest quality.

UConn began working toward access for students with disabilities in the 1960s, long before required by federal legislation. The office is staffed by 31 professionals and a team of graduate and undergraduate student employees trained to assist in a wide variety of areas. CSD works with over 4,200 graduate and undergraduate students in coordinating academic and residential accommodations across the main Storrs campus, four regional campuses and the medical and dental schools. While disability resource offices nation-wide experience significant yearly growth, both CSD’s growth rate and the absolute number of students served are higher than at most higher education institutions nationwide. In working with large numbers of students and coordinating significate numbers of accommodations, the CSD seeks a holistic case management solution. The solution will include but not be limited to the following modules: management of student engagement in the interactive process; notification and engagement with faculty and staff across the University; management of equipment and assistive devices; coordination of notetaking assistance, testing accommodations, course modifications and academic adjustments; as well as notifications regarding residential and campus access accommodations. The solution must integrate with other standard University systems that are critical to CSD’s daily operations, including PeopleSoft and Adirondack’s The Housing Director (THD).

Below are the estimated potential users for various applications required. For the purposes of evaluation, use these numbers:

- 4,460 users for MyAccess (number of active students) student end user access
- 331 users for MyAccess for Notetakers (number of notetakers, students submitting notes for other students to use)
- 2,292 users for MyAccess for Instructors (all instructors ever. It will be in less per semester. Fall 2019= 824)
- 65 users for Oscars is staff
- **7,148 total users.**

3.2 Scope of the Project

The purpose of this RFP is to solicit proposals from firms interested in providing a case management solution. Detailed requirements have been included in Appendix A, Technical Proposal Response Matrix. The overall scope of the relationships(s) resulting from this RFP may include but shall not be limited to:

A software solution

3.2.1 Related implementation and training services
3.2.2 Go-live support and post go-live on-call consulting and solution optimization services
3.2.3 Any hardware, equipment, and / or supplies required to meet the functional and technical requirements outlined in Appendix A.
3.2.4 Any additional items available from the Contractor not specifically included in the scope of this RFP that are tangential to, or used in conjunction with, the solution.

3.3 Proposer Qualifications

3.3.1 Qualified vendors shall have implemented solutions at a minimum of twenty large universities in the United States. A complete list of institutions of higher education leveraging the Respondent's solution must accompany the Technical Proposal required pursuant to section 5.5.4.
3.3.2 Respondents 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 their proposal.

3.4 Contract Term and Commencement

The University of Connecticut plans to award a contract from this RFP for an anticipated initial term ("Initial Term") of five (5) years in addition to the period of time required to support implementation of the awarded Respondent's solution. Thereafter, license fees, support and maintenance will be renewed, by written amendment to the original agreement, executed by both parties. The contract commencement date shall be negotiated for the earliest date after contract award. Vendor should specify the best possible start date.

4.0 Instructions to Proposers

4.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	June 24, 2020
Deadline for Written Inquiries	July 13th, 2020
Response to Proposer Inquiries	July 16th, 2020
Proposal Due Date & Time	July 21, 2020 @ 2:00 PM ET
Presentations/Demonstration	TBD
Anticipated Award Date	End of August 2020
Target Contract Service Commencement	Upon contract execution
*Subject to change as deemed necessary by the University.	

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

4.2.1 Dennis Sienna
Puchasing Agent II
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-4950
Email: dennis.sienna@uconn.edu

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

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 5.2.1. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at http://purchasing.uconn.edu/bid-opportunities-2/ and the State of Connecticut Department of

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

4.5 Pre-Proposal Conference: A pre-proposal conference will not be held for this business opportunity.

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 UCONN Parking Services (Main and Regional Campuses)

4.6.2 UCONN Health 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. The University reserves the right to award multiple contracts as a result of this RFP.

Evaluation Criteria	Weight
Overall Offering	
• Respondent's proposal demonstrates, in the sole opinion of the University, they are qualified to provide the requisite services. • Respondent's proposal meets the technical and functional requirements as outlined in the RFP and Appendix A. • Respondent's Staffing and Implementation Plan, in the sole opinion of the University, offers a comprehensive rollout and support strategy.	**60 Points**
Demonstrated History of Success / References	
• 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.	**25 Points**
Cost	

• Proposed cost is competitive and demonstrates a superior level of value based on the above criteria.	**15 Points**
TOTAL POINTS AVAILABLE:	**100 POINTS**

5.0 Submission Instructions

5.1 RFP Due Date and Time: Proposals are due on **July 21, 2020 @ 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.

5.2 Deliver to Address: For deliver to instructions, please reference Section 4.2.

5.3 Proposals: Proposals must be submitted ***VIA EMAIL,*** *to* ***researchbid@uconn.edu*** in a media format as identified below in Section 5.4, clearly marked with the label below and the name and address of the Proposer. Hard copies will not be accepted.

5.4 Proposal Media: N/A

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 but not limited to a University-hosted solution, Vendor-hosted solution, or a SaaS solution.

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, including but not limited to whether an on-premise, Vendor-hosted, or a SaaS solution is being proposed.

5.5.4 Technical Proposal: Provide a detailed description of the activity or work output, the means of accomplishing the work, and how the work will be performed, demonstrating an overall understanding of the required effort in relation to the Scope and Specifications outlined in section 3 and Appendix A. Your Technical Proposal must include:

5.5.4.1 A detailed narrative or documentation clearly addressing of all content outlined in Section 3 Scope and Specifications.

5.5.4.2 A complete response to Appendix A, Technical Proposal Response Matrix.

5.5.4.3 A detailed project plan, to include the following information *for each project phase*: a detailed description of the work to be performed; the responsibilities of both the University and the Proposer; and the deliverables.

5.5.4.4 A detailed narrative outlining your implementation plan and project management methodology.

5.5.4.5 Detailed SLAs governing any services provided, including but not limited to uptime guarantees and technical support ticket response times and escalations.

5.5.4.6 Resumes / CV's of the implementation team and project staff resources outlined in the response to Appendix A.

5.5.4.7 Vendors must describe the amount of notice provided to customers for unscheduled maintenance.

5.5.4.8 Vendors must define if programming changes are performed globally or for individual customers.

5.5.4.9 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.

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

5.5.5.1 Management Policies (which should include but not be limited to how account managers are supervised and report in to the company, how issues are escalated, what kind of management check-ins are done with the account, whether there are quarterly or annual business reviews, and related policies as it pertains to the overall management of the account and the interactions between the client, account management staff and management of the company. The availability of policies will vary according to the structure of the company, their documentation and their policies and procedures).

5.5.5.2 Company Organization (organizational chart).

5.5.5.3 Key Personnel: Please provide a complete list of staff who would be assigned to the University's account if your firm is identified as the successful Proposer.

5.5.5.4 Work Breakdown Schedule (basis for organizing, scheduling, reporting, tracking and managing projects within the company).

5.5.5.5 Company Profile (Appendix B).

5.5.6 Financial Proposal: Proposers shall include a separate Financial Proposal which addresses the following:

5.5.6.1 All costs as indicated below should be itemized as fulfilling minimum requirements or preferred requirements as indicated in the Appendix A matrix.

5.5.6.1 Costs for software licensing or subscription, including software and related modules, licenses, volume discounts, support and maintenance should be included.

5.5.6.2 Provide a line-item breakout of all start-up costs associated with the proposed solution, including implementation services and / or ongoing professional services.

5.5.6.3 Provide a line-item break out of all costs for initial training and project management costs, including any associated fee (i.e. travel and meals).

5.5.6.4 Provide a line-item breakout for any ongoing training.

5.5.6.5 Equipment:

5.5.6.5.1 Provide a complete list of all available related equipment, list prices for each items, the percentage discount offered pursuant to this RFP, and the discounted unit costs. The inclusion of equipment shall be based on the University's A requirements.

5.5.6.6 A complete list of all consulting / professional service roles available to support ad-hoc needs during the term of the contract(s) resulting from this RFP.

5.5.7 Appendices/Required Forms:

5.5.7.1 Client References (Appendix D): Provide a minimum of three (3) client references for accounts listed in Section 5.5.7.1 above. Client references should be able to verify accuracy of assertions made by the Vendor.

5.5.7.2 Form 1 Gift and Campaign Contribution Certification (Section 5.6.1)

5.5.7.3 Form 5 Consulting Agreement Affidavit (Section 5.6.2)

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

5.5.7.5 Form 7 Iran Certification (Section 5.6.4)

5.5.7.6 Bidder Contract Compliance Monitoring Report (Section 5.6.5)

5.5.7.7 Vendor Code of Conduct Acknowledgement of Receipt (Section 6.20)

5.5.7.8 Non-Discrimination Certification (Section 5.6.6)

5.5.7.9 SEEC Form 10 Acknowledgement of Receipt (Section 5.6.7)

5.5.7.10 CT Economic Impact Form (Section 5.6.8)

5.5.7.11 Anti-Collusion Affidavit (Section 5.6.9)

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

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

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

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

5.6.5.1 Notification to Bidders/Contract Compliance Monitoring Report

5.6.6 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the

contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

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

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

5.6.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.6.8 Connecticut Economic Impact Form:

5.6.8.1 Connecticut Economic Impact Form

5.6.9 Anti-Collusion Affidavit

Please refer to Appendix C to secure this form.

5.6.10 Governor Jodi M. Rell Ethics Memo

Please refer to section 16, Appendix F to view this document.

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 regional campuses and the Cooperative Extension Offices.

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

6.1.16 “CSD” shall refer to Center for Students with Disabilities

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:

6.7.1 All prices offered in response to this RFP shall remain fixed for the initial term of the contract. After the initial term, the prices quoted in response to this RFP may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature.

6.7.2 Price changes shall be submitted in writing thirty (30) calendar days prior to the date the increase rate is allowed to become effective. Acceptance of which shall be subject to the University's receipt and approval of the written documentation requesting the changes. No retroactive increased will be allowed. Price escalation is permitted only once per term.

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 compared to the University. The University is particularly interested in references that are institutions of higher education. The University reserves the right to evaluate references via email, conference call, or through the general consideration of relevancy, as determined in its sole opinion.

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. "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.

6.13 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.

- 6.13.1 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.
- 6.13.2 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.

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

6.15 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.

6.16 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.

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

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

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

6.20 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that

a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.

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

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

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

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

6.25 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. 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.

6.25.1 The University may:

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

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

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

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

6.26 Exceptions to RFP Specifications and Terms and/or Contract Terms and Conditions: All exceptions to any content included in section 1.0 through 7.0, section 9.0, and Appendix E, Contract Form 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, terms, and conditions.

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 K. 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:

7.8.1 The costs proposed have been arrived at independently, without consultation,

communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

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

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

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

7.10 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the Proposer's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement. The lessor pledges to do all things possible to maintain such tax exemption, including promptly assisting the University in completing any related IRS Forms including Form 8038G or GC and any associated information including the amortization schedule for each lease.

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

7.12 **Indemnification Requirements**

7.12.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness,

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

7.12.2 The Proposer agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

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

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

7.14 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.

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

7.16 **Award**

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

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

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

7.16.4 It is the University's intent to make a single award as a result of this RFP; however, the

University reserves the right to make a multiple awards for these services if it is deemed to be in its own best interest.

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

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

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

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

7.16.9 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such Proposer, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.

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

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

7.16.12 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

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

7.16.14 Remedies Upon Default: In any case where the Proposer has failed to deliver or has

delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.

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

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

7.17 **Payments under a Contract Award:**

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

7.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

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

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

7.19 **Business Relationship Affidavit**

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

b. The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that

employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by submitting a proposal and signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

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

7.21 **Equal Employment Opportunity Requirements**

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

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

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

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

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

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

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

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

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

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

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

7.28 **Responsibilities of the Proposer:**

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

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

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

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

7.29 **Repairs to Property Damage:** Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

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

the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

7.31 **Insurance Requirements:**

7.31.1 **Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

(a) Commercial General Liability

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

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

(b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.

(c) Workers' Compensation and Employer's Liability: As required under state law.

(d) Cyber Liability Insurance (when providing services)

1. Each Occurrence $1,000,000
2. 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.

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

7.31.3 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the

University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

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

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

7.34 **Advertising/Sponsorship Opportunities**: In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 4.2.1 for details on how to pursue such a relationship.**

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

7.36 **Intellectual Property:**

7.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP**.**

7.36.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.

7.36.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.

7.37 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.

7.38 Confidential Information:

7.38.1 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.

7.38.2 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.

7.39 **Responsibility of Those Performing the Work:**

7.39.1 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.

7.39.2 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.

7.39.3 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.

7.40 **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.

7.41 **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

7.42 **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.

7.43 **Executive Orders of the Governor:** Any Contract awarded pursuant to this solicitation is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Proposer's request, the Client Agency shall provide a copy of these orders to the Proposer. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

7.44 The University of Connecticut is an equal opportunity employer.

7.45 **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.

7.46 **State Elections Enforcement Commission (SEEC) Requirements:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.47 **Nondiscrimination Warranties:** An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

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

extension, on or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

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

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

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

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

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

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

7.49 **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.

7.50 **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.

7.51 **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: July 21, 2020

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

1. The undersigned Proposer, in response to the University of Connecticut's Request for Proposal for CSD Case Management Solution, this RFP # DS060420, 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_____, 2020

Firm Name: _____

Address: _____

_____

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

Authorized Signature: _____

Print Name/Title: _____

E-Mail: _____

Telephone: _____

9.0 Appendix A – Technical Proposal Response Matrix

A complete response to Appendix A must accompany the Technical Proposal required pursuant to section 5.5.4.

10.0 Appendix B – Company Profile

Please refer to the PDF portfolio within which this RFP was published to secure the Microsoft Excel Response template for this mandatory submittal. Responses to Appendix B must be submitted in Excel format.

11.0 Appendix C – Anti-Collusion Affidavit

Please refer to the PDF portfolio within which this RFP was published to secure this mandatory submittal.

12.0 Appendix D –References

Instructions: Please complete the following sections for each of the Proposer's three (3) references. These references should be of comparable size and scope to the University's requirements as set forth in the RFP document.

Reference - #1		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Reference - #2	
Proposer:	

Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

Reference - #3		
Proposer:		
Customer Name:		
Street Address:		
City, State, Zip:		
Contact Name:		
Email Address:		
Phone/Cell:		
Contract Dates:	Start Date:	End Date:
Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.		

13.0 Appendix E – Contract Form

Please refer to the PDF portfolio within which this RFP was published to secure the standard contract form used by the University. Any exceptions to the terms and conditions of this contract form MUST be included in the document tiled “Exceptions to Terms and Conditions” as required per section 6.27 of the RFP.

14.0 Appendix F – Gov. Jodi M. Rell Ethics Memo

Please refer to the PDF portfolio within which this RFP was published to review this document.

15.0 Appendix G - Supplemental Contract Terms

The terms and conditions included in Appendix G will be incorporated into the contract resulting from this RFP. Exceptions to the terms and conditions taken must be outlined as required per section 6.27 of this RFP.