



REQUEST FOR QUOTATION

TO ESTABLISH A

UNIVERSITY CONTRACT

for

Photographic/Video Equipment & Supplies

for

THE UNIVERSITY OF CONNECTICUT

STORRS, CONNECTICUT

RFQ #B997339-2

Issued Date: December 4, 2009

Bid Due Date:

January 15, 2010 @ 2:00 P.M. (EST)

Lou Priest Jr.
Purchasing Agent I
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: lou.priest_jr@uconn.edu

Introduction

The University of Connecticut (hereinafter referred to as the “University”) is seeking quotations from experienced and qualified vendors to provide Photographic and Video Equipment and Supplies for the University of Connecticut, Storrs, Connecticut 06269.

During fiscal year 2009 the University of Connecticut purchases for such items were approximately \$90,000.00 (ninety thousand). This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities. Orders will be placed on an “as needed” basis only.

In soliciting quotations, it is the University’s intent to establish a multiple award contract for Photographic and Video Equipment and Supplies, in order to afford University clients a broad selection. Any contract resulting from this RFQ will not be an exclusive contract.

Bid responses must be received in the Purchasing Department by **2:00 P.M. (EST) on January 15, 2010**, in accordance with **Section III, Paragraph 3.5**.

Section I

General Conditions

1.0 Errors

Vendors shall promptly notify the University of any inconsistency, ambiguity, or error which they may discover upon examination of these documents.

1.1 Clarifications

- 1.1.1 A vendor requiring clarification or interpretation of the RFQ will make a written request to the University to be received at least seven (7) days prior to the date for receipt of the RFQ via facsimile to (860) 486-5051, via email or by mail to:

Lou Priest Jr., Purchasing Agent
University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-4960
Fax: (860) 486-5051
Email: lou.priest_jr@uconn.edu

- 1.1.2 Any interpretation, correction, or change of this RFQ shall be made by addendum. Interpretations, corrections or changes of the RFQ made in any other manner will not be binding and vendors will not rely upon such interpretations, corrections or changes. The University Purchasing Department will issue any changes or corrections.

- 1.1.3 Addenda – All addenda shall be mailed or delivered to all that are known to have received the RFQ. No addenda shall be issued later than seven (7) days prior to the date for receipt of RFQ's except an addendum, if necessary, postponing the date for receipt of RFQ's or withdrawing the RFQ.

1.2 Qualification of Bidders

- 1.2.1 RFQ's will be considered from vendors with a demonstrated history of successfully providing similar goods or services to other organizations with similar volumes and needs.
- 1.2.2 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendors' RFQ.
- 1.2.3 The University will reject any RFQ and void any award resulting from this RFQ to a vendor who makes any material misrepresentation in their RFQ.

1.3 Delivery

- 1.3.1 Delivery shall be in strict accordance with the instructions listed on each purchase order direct to the ordering department premises as directed.

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

1.3.3 **All deliveries shall be FOB Destination, freight Pre-Paid**

1.4 Pricing

1.4.1 All price lists shall remain fixed for the initial term of the contract. Price increases thereafter, and for the duration of this contract, will only be allowed when:

1.4.1.1 The University requests the latest pricing prior to the annual renewal of the contract.

1.4.1.2 Price increases are based on a documented change in the vendor's net cost of products or other discounts allowed and said documentation will be provided to the University prior to the annual renewal, should the University decide that it is in its best interests to renew for another term.

1.4.1.3 Price increases have been negotiated between the successful vendor and the University Purchasing Department. However, in the absence of extenuating circumstances, the plus/minus percentage adjustment shall not exceed the percentage increase/decrease in the United States Bureau of Labor Statistics Producer Price Index at the time of a requested annual renewal.

1.4.1.4 Bidders must use the most current manufacturer's price list when requesting any price adjustment.

1.5 Ordering Procedure

The University may issue "Blanket Purchase Orders" under the terms and conditions of any agreement established as a result of this RFQ. In such cases, requests for delivery will be made via facsimile on release documents. In addition, Purchase Orders may be issued for specific items or items.

Items may also be purchased from your online store. Such purchases if made will be done with a University credit card and will not exceed \$1,000.00 per transaction or \$5,000.00 per month.

1.6 Taxes

The University of Connecticut is exempt from federal excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from state and local sales and use taxes on the services and/or equipment supplied pursuant to this agreement.

1.7 Additional Costs

Costs associated with every aspect of delivery, transportation, labor, materials and service necessary to provide the commodity as specified herein must be included in the net pricing. The University shall not be responsible for any costs incurred by the vendor that are not included in the bid response.

1.8 Obligations

The contents of the Request for Quotation and any clarification thereto submitted by the successful vendor shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

- 1.9 Warranty
The vendor shall unconditionally warrant all products as being free from defects and capable of performing to the requirements of this RFQ when operated by the University within the parameters specified in the manufacturer's specifications.
- 1.10 Quantity
Any quantities indicated on the RFQ are estimated only. It is understood and agreed that any Blanket Order issued shall cover only the actual quantities ordered by the University during the term of the order, whether more or less than quantity estimated.
- 1.11 Value
Because the exact volume of Photographic and Video Equipment and Supplies required by the University of Connecticut cannot be exactly determined, any contract resulting from this RFQ will not guarantee a specific amount of business or income. Estimated annual requirements are provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities.
- 1.12 Energy Star Compliance: The State of Connecticut requires the purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories when available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, Contractor shall inform end users of product options, informing which products meet the required standards.

Section II

Terms & Conditions

2.0 Term

The term of any contract resulting from this RFQ shall be from **date of award through June 30, 2011, with the option to renew for four (4) additional one (1) year periods or parts thereof.**

By mutual written agreement of all parties, the resultant contract may be extended for four (4) additional one (1) year periods or parts thereof. Such intent to renew will be conveyed to the vendor(s) in writing sixty (60) days prior to the effective date. Said options will only be exercised upon satisfactory performance and by written mutual consent of both parties.

2.1 Payment Terms

The University's payment terms are 2% 15 days net 45 days. These terms shall be honored unless otherwise stated. The University will authorize payment to the vendor after providing satisfactory product and receipt of the vendor's invoice.

2.1.1 Invoices and inquiries regarding same shall be directed to:

The University of Connecticut
Accounts Payable Dept. Unit 6080
3 North Hillside Road, Unit 6114
Storrs, CT 06269-6114
Phone (860) 486-3626

2.2 Statutory/Regulatory Compliance

The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract which may result from this Request for Quotation.

2.3 Remedies Upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice, the vendor 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 vendor.

2.4 Collection for Default

The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.

2.5 Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract which may result from this solicitation.

2.6 Indemnification

The vendor agrees to jointly and severally indemnify and hold the University, its agents and successors, and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the state may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and obligations of this agreement.

2.7 Contract Termination for Cause

The University may terminate any resulting contract for cause by providing a Notice to Cure to the Supplier citing the instances of noncompliance with the contract.

2.7.1 The Supplier shall 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.

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

2.7.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by the Supplier, the University reserves the right to terminate the agreement.

2.7.4 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.

2.8 Termination for Convenience

2.8.1 The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

2.8.2 This agreement will remain in full force and effect for the entire term of the contract period as stated in Section 2.0 unless cancelled by the University by providing the Contractor 30 day's written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

2.9 Prevailing Law

The terms and provisions of this RFQ and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.

2.10 Promotion

Unless specifically authorized in writing by University Communications on a case by case basis, vendor 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 to imply any endorsement of contractor's products or services; nor (c) to use the name of the state, its officials or employees of 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 items as are hereby contracted by the University.

2.11 Order Placement

Once a contract is issued, the University will place orders using individual or blanket orders with releases issued by designated persons who will be identified in said orders. Purchase orders will be issued by the University Purchasing Department. In addition, some purchases may be made with a University Pro-Card. Pro-Card purchases must not exceed \$1,000.00 per purchase.

2.12 Invoices/Acknowledgements/Packing Slips

Each of these documents must be itemized and show the purchase order number. Additionally, invoices must be itemized and presented in a format acceptable to the University.

2.13 Freight

Unless otherwise noted, **prices will include delivery and transportation charges fully prepaid f.o.b. destination.** No extra charges for packing or packages will be allowed. No fuel surcharges will be allowed. There shall be no minimum order amounts.

2.14 Responsibility of Those Performing the Work

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

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

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

2.15 Executive Order No. 3

This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2.16 Executive Order No. 17

This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

2.17 Executive Order No. 16

This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

- (a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b);
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
- (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.
- (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

2.18 Executive Order No. 7C

This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

- (a) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
 - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
 - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

2.19 SEEC Requirements:

With regard to a State contract as defined in P.A. 07-1 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 in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's

notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11]

2.20 **Non-Discrimination Certification (Mandatory Submittal):**

"The Office of the Attorney General has approved the attached nondiscrimination certification form to assist executive branch agencies in complying with the State of Connecticut's contracting requirements, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142.

By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h."

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information. This was effective 6/25/07 however the form has just become available to us.

2.21 **Signature Authorization Documentation (Mandatory Submittal):** Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.

- A. If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- B. With the exception of an individual, signing in his/her individual capacity, ALL contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- C. Documentation must clearly state when and how such authorization was given.
- D. Documentation must state that the authorization is still in full force and effect.
- E. Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed.
- F. Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- G. Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres>.

2.22 **Whistle Blower 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 subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

Section III

Submittal of Bids

- 3.0 **Each firm, by submitting a Request for Quotation, represents that the firm has:**
- 3.0.1 Read and completely understands the RFQ documents and attachments thereto.
 - 3.0.2 Is familiar with the conditions under which services would be provided, including availability and cost of goods and labor.
 - 3.0.3 Understands and agrees that all RFQ's must conform to the instructions and conditions contained herein to receive consideration.
- 3.1 **Information Requirement**
Any catalogs or price sheets that pertain to this RFQ must be included for this RFQ to be deemed responsive.
- 3.2 **Exceptions to Terms and Conditions**
The vendor shall clearly state, in the RFQ, any exceptions to or deviations from these terms and conditions; otherwise, the vendor will be held responsible for compliance with all requirements listed herein. Bidders shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in this RFQ.
- 3.3 **References**
All offers shall include three (3) references currently using commodities of the type being offered. Please include name, title, telephone number and email address of a contact person at each institution. **Reference checks will be performed electronically: please notify your references of this future electronic transaction.**
- 3.4 **Multiple RFQ's**
The University is seeking RFQ's that meet its requirements as outlined in this RFQ. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.
- 3.5 **Submittal of RFQ's**
- 3.5.1 Responses must include an original and **one (1) copy**. Send both to:

University of Connecticut
Attn: Lou Priest Jr.
Purchasing Department
3 North Hillside Road, Unit 6076,
Storrs, CT 06269-6076
- RFQ's submitted by mail must be in an envelope clearly identified with the name and address of the bidder and the designation **"RFQ #B997339-2 "Photographic and Video Equipment and Supplies". All submittals must be received by 2:00 P.M. (EST) on January 15, 2010.**
- 3.5.2 No responsibility will be attached to any person for the premature opening of any RFQ that is not properly identified.

- 3.5.3 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFQ shall become the property of the University of Connecticut upon delivery. All materials are to be appended to any formal documentation that would further define or expand the contractual relationship of the University and the bidder.
- 3.5.4 A vendor shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the RFQ documents.
- 3.5.5 The complete response to this RFQ **must** include the following documentation or your submittal may be considered non-compliant.
- 3.5.5.1 Form of Bid, (Section VI), including Attachments A & B
 - 3.5.5.2 List of exceptions to terms and conditions (if any),
 - 3.5.5.3 References (Section VII)
 - 3.5.5.4 Bidders Qualification (Section VIII)
 - 3.5.5.5 Bidder Contract Compliance Monitoring Report, (CHRO form)
 - 3.5.5.6 Affidavits; Gift & Campaign, Consulting, Non-Discrimination
 - 3.5.5.7 Signature Authorization Documentation (see Section 2.21)
 - 3.5.5.8 A copy of your response.
- 3.6 Minor Technicalities
The University reserves the right to reject any or all RFQ submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of an RFQ shall mean that another RFQ was deemed more advantageous to the University, or that all RFQ's were rejected.
- 3.7 Incomplete Information
Failure to complete or provide any of the information requested herein, including all requested literature, State of Connecticut mandated affidavits, detailed performance and operating specifications and/or additional information as indicated, may disqualify a vendor for reasons of non-responsiveness.
- 3.8 Modification or Withdrawal of RFQ's will be executed as follows:
- 3.8.1 An RFQ shall not be modified, withdrawn or canceled by the bidder for a 120 day period following the time and date assigned for the receipt of RFQ's and the vendor so agrees in submitting an RFQ.
 - 3.8.2 Prior to the time and date assigned for receipt, RFQ's submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of RFQ's. Withdrawn RFQ's may be submitted up to the time designated for receipt of RFQ's provided they are then fully in conformance with these terms and conditions.

Section IV

Award

4.0 Contract Award

- 4.0.1 The University reserves the right to award a contract not based on price alone but on the basis of the RFQ which best meets the needs of the University. The University also reserves the right to award by item, groups of items or total RFQ.
- 4.0.2 It is the University's intent to make multiple awards if it is deemed in the best interest of the University to do so. If at any time during the contract period, the successful vendors are unable to provide the products that meet the University's requirements, the University will be authorized to contact the next lowest bidder(s). If the next lowest bidder(s) can meet the University's requirements at the same price schedule submitted in response to this Request for Quotation, the University Purchasing Department will be authorized to issue a purchase order to meet the emergency requirements.
- 4.0.3 Any vendor awarded a contract resulting from this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the vendor's performance relative to timeliness, accuracy, quality, and cost competitiveness.

4.1 Assignment/Modification

Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.

4.2 Non-Appropriation of Funds

Notwithstanding any other provision of this RFQ 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 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.

Section V

Specifications

5.1 The University requires a broad spectrum of Photo/Video related products and supplies. The various manufacturers and market segments are listed in the Form of Bid. Purchases will encompass the purchase of materials only, delivered FOB destination, freight allowed, to the location shown on each individual purchase order.

Bidders should develop and supply a discount schedule for **all** their available product lines. These discounts should be listed in Attachment B. These discounts should then be used to determine the prices for the market basket items in Attachment A. The market basket items (Attachment A) will be used in the award process for comparing pricing of like items from different bidders. The market basket items should be quoted on an FOB delivered basis. The items listed on the market basket should not be construed as a commitment by the University to purchase any of the items listed.

Contract pricing will be based on Attachment B the “Discount off List Schedule” provided in your response. Pricing shall remain firm for the initial term of the contract and will be subject to the conditions in Section 1.4. Bidders must use the most current manufacturer’s price list when responding to this RFQ.

- 5.1.1 Product: All products will be new, “A” stock for U.S. market, in factory packaging with all manuals and warranty information and any additional packaging required to insure delivery free of damage.
- 5.1.2 Authorized Reseller: Bidder will be authorized by the manufacturer to sell and either arrange for, or perform in-house, service for all products offered.
- 5.1.3 Manufacturers: The Form of Bid includes lists of the manufacturer’s product lines frequently required by the University, listed by product type (Attachment A). Space is provided for any additional product lines available from the bidder.
- 5.1.4 Pricing: Contract pricing will be based on a discount off the manufacturer’s list price at the time of order. The Form of Bid will be completed with the bidder’s discount for each line item (manufacturer).
- 5.1.5 Catalogs and Price Sheets: The Contractor(s) will provide, at no charge, to any requestor, catalogs and price sheets for all product lines offered.
- 5.1.6 Price Increases/Decreases: The offered discount structure shall remain the same for the term of the contract. Price changes from the manufacturer will be passed on. All manufacturers’ price change notifications received by the contractor shall be forwarded to the University and will take effect after acceptance by the University. The University will evaluate any such price changes in accordance with the provisions of Section 1.4 of this RFQ. There will be no allowance for price increases on orders already placed with the contractor.
- 5.1.7 Additional Discounts: The proposed discounts shall be considered the minimum offered. Whenever possible, due to market conditions, large volume orders or other special circumstances, vendors are urged to make efforts to negotiate additional savings from suppliers which may be passed on to the University. The University reserves the right to solicit bids for large volume orders or special circumstances.

- 5.1.8 Warranty: All products shall be covered by the manufacturer's standard warranties; however the contractor shall be the first point of contact for all warranty issues regardless of the manufacturer's policy. Extended warranty options, when available, shall be provided to the end user.
- 5.1.9 Incorrect or Damaged Goods: Any delivery of incorrect items or damaged product shall be remedied within 7 business days by the contractor. Remedy shall consist of the contractor picking up at no cost to the University the incorrect or damaged goods and replacement of said with acceptable product in a timely manner.
- 5.1.10 Sales Support: The Contractor shall assign qualified inside and on-site sales representatives to assist end users with the selection of, and quotations for, appropriate equipment and supplies based on the needs communicated by said user. This service will be at no cost and shall not fall into the realm of "consulting services". Response to any request must take place within 72 hours of request. Reasonable service shall include prompt problem solving and physical representation. Failure to maintain satisfactory service levels shall be deemed by the University as justification to terminate the contract for non-performance.
- 5.1.11 Status of Orders: It is anticipated that the contractor will establish a comprehensive process for monitoring the status of all orders, delivery schedules, etc. Any delays should be brought to the attention of the University within 72 hours.
- 5.1.12 Additional Product Lines: New product lines not offered in the original response may be added to this contract annually at the time of contract renewal if it is determined by the University that additional product lines meet these needs.

Section VI

**FORM OF BID
RFQ# B997339-2**

Photographic and Video Equipment and Supplies

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

1/15/10

1. The undersigned bidder, in response to your Request for Quotation for the above referenced contract, having examined the Request for Quotation, hereby proposes to provide Photographic & Video Equipment and Supplies in accordance with the RFQ attached hereto.

Bidder acknowledges receipt of the following addenda that are a part of the RFQ documents:

#1 _____ #2 _____ #3 _____
date date date

2. Bidder understands that the University reserves the right to reject any and all RFQ's, waive irregularities or technicalities in any RFQ, and accept any RFQ in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this RFQ shall be good and may not be withdrawn for a period of 120 calendar days after the public opening and reading of the RFQ's.
4. Bidder hereby certifies that: (a) this RFQ is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham RFQ; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Payment Terms: _____
6. Delivery Lead Time : _____
7. Bidders web address: _____
8. Attachments A & B are shown below. Please record percentage discount offered for each of the items listed in the Attachment A Market Basket where there is an "x". In Attachment B, list any additional manufacturers and put an "x" in the applicable Market Segment and record discount offered.

Attachment A Marketbasket	Market Segment			
	Consumer	Consumer/ Professional	Professional	Accessories
	Discount ↓	Discount ↓	Discount ↓	Discount ↓
Agfa				x
Belkin				x
Bogen				x
Canon Photo	x	x	x	x
Canon Video	x	x	x	x
Casio	x	x		x
Cullmann				x
DXG	x	x		
Flip	x	x		
Fujifilm				x
Hasselblad		x	x	x
Hoya				x
JVC	x	x	x	x
Kodak Photo	x	x		x
Konica-Minolta	x	x	x	x
Leica		x	x	x
LowePro				x
Manfrotto				x
Metz		x	x	x
Nikon	x	x	x	x
Olympus	x	x	x	x
Panasonic	x	x		x
Pentax	x	x		x
Samsung Photo/Video	x	x	x	x
Sandisk				x
Sanyo		x	x	x
Sharp Photo/Video	x	x	x	x
Sony Photo/Video	x	x	x	x
Sunpak	x	x	x	x
Vivitar	x	x		x

Note: List specific discounts for each Market Segment containing an “x”

Signed this _____ day of _____, 2010

Firm Name: _____

Address: _____

Duly Authorized: _____

Title: _____

Email: _____

Section VII

References

Proposals should include three (3) institutions, of similar or the same size, where your organization is currently providing Photographic and Video Equipment and Supplies of the type you are quoting for the University of Connecticut. Please include name, e-mail address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

References:

Reference #1

Company	
Contact	Telephone No.
Title	Email

Reference #2

Company	
Contact	Telephone No.
Title	Email

Reference #3

Company	
Contact	Telephone No.
Title	Email

SECTION VIII
BIDDER'S QUALIFICATION STATEMENT
RFP #B997339-2
Photographic and Video Equipment and Supplies

All proposers are required to file this form, properly completed, WITH THEIR BID RESPONSE. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:
Name: _____.
2. How many years has this organization been in business under its present business name?
Years? _____.
3. Indicate all other names by which this organization has been known and the length of time known by each name:
 1. _____
 2. _____
 3. _____
4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?
Commodity/Service _____
Years? _____
5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Other _____ LLC
_____ Women Owned _____ Minority Business _____ Set Aside Contractor
6. **Provide names** all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name:	Years	Years/Supervisor	Telephone/Fax #'s
_____	_____	_____	_____

Email: _____

Name:	Years	Years/Supervisor	Telephone/Fax #'s
_____	_____	_____	_____

Email: _____

7. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

(Attach additional sheet if necessary)

8. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

9. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 2010

Name of Organization: _____

Address: _____

F.E.I.N _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

Title _____

Email _____