

REQUEST FOR PROPOSAL
UCHC-11 Rev. 12/04

Matt Larson
Asst. Director Purchasing

mlarson@uchc.edu
Email address

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
16 Munson Road 2nd Floor
Farmington CT 06032
860-679-2408



Request for Proposal Specifications & RFP Documents Attached

RFP Number	Issue Date	Due Date Time
5-1514	July 19, 2006	August 9, 2006 3:30PM
RFP Title: DataCenter Computer Hardware Support		

Acknowledgment: Receipt of RFP Documents FAX to 860-679-2508

Please take a moment to acknowledge receipt of the attached RFP documents. Your compliance with this request will help us to maintain proper follow-up procedures while insuring that all vendors have the opportunity to submit a proposal. Print or type the following information:

Company name: _____
Address: _____
City or Town: _____
Phone: _____
Fax: _____
Received by: _____
email: _____

NOTE: Use the label below when submitting sealed RFPs. RFPs may be hand-delivered. Late RFPs will not be accepted under any circumstances.

SEALED RFP NO:	<u>5-1514</u>
NOT TO BE OPENED UNTIL:	<u>August 9, 2006 at 3:30 PM</u>
RETURN RFP TO: University of Connecticut Health Center Purchasing Department 2 nd Floor 16 Munson Road Farmington, CT 06032-4036	

State of Connecticut
University of Connecticut Health Center

RFP NUMBER:
5-1514

BIDDER'S CHECKLIST

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

- ☐ 1. The RFP Proposal (UCHC-26) must be signed by a duly authorized representative of the company. Unsigned RFPs automatically rejected.
- ☐ 2. The Proposal Schedule (UCHC-16) must be included with your RFP and contain the following:
 - ☐ a. VENDORS NAME MUST BE IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.
 - ☐ b. The RFP prices you have offered have been reviewed and verified.
 - ☐ c. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the RFP evaluation).
 - ☐ d. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the proposal or his designee. Such changes made and not initialed mean automatic rejection of proposal.
 - ☐ e. The payment terms are Net 30 Days (You may offer cash discounts for prompt payment). Cash Discounts for Net Terms less than 30 days may be considered when evaluating RFP pricing. Exception: State of CT Small Business Set-Aside RFPs payment terms shall be in accordance with CGS 4a-60j.
 - ☐ f. The delivery information block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
- ☐ 3. Vendor Affidavit must be signed, notarized, and returned with RFP. Failure to do so may result in RFP rejection. (Only required for purchases \$500,000.00 or over)
- ☐ 4. Any technical or descriptive literature, drawing or RFP samples that are required have been included with the RFP.
- ☐ 5. If required the amount of RFP surety has been checked and the surety has been included.
- ☐ 6. Form UCHC-45 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each RFP or RFP may be rejected.
- ☐ 7. Any addenda (UCHC-18) to the RFP have been signed and included.
- ☐ 8. MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGES (UCHC-16) ALONG WITH ONE COPY (unless more copies are requested within the RFP specifications).
- ☐ 9. The RFP number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
- ☐ 10. The pre-addressed mailing label has been used on your RFP envelope or the RFP envelope has been addressed as follows:

SEALED RFP NO:	5-1514
NOT TO BE OPENED UNTIL:	August 9, 2006 at 3:30 PM
RETURN RFP TO: University of Connecticut Health Center Purchasing Department 2nd Floor 16 Munson Road Farmington, CT 06032-4036	

- ☐ 11. The RFP is mailed or hand-delivered in-time to be received no later than the designated opening date and time. Late RFPs are not accepted under any circumstances. Please allow enough time if mailing in your RFP. Hand-delivered RFPs must be delivered to the above address.

THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL

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Carefully

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RFP NO:	RFP DUE DATE:	RFP DUE TIME:	RFP SURETY:	DATE ISSUED:
5-1514	August 9, 2006	3:30 PM	N/A	July 19, 2006

DESCRIPTION: **DataCenter Computer Hardware Support**

TERM OF CONTRACT: **Three (3) years with the option to renew for two (2), one-year periods.**

Request for Proposal: Pursuant to the provisions of Section 10a-151b of the General Statutes of Connecticut as amended, sealed proposals will be received by the Purchasing Department of the University of Connecticut Health Center, at the address above for furnishing the commodities and/or services.

IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by the bidder as part of the RFP package. Failure to submit all pages of this form constitutes grounds for rejection of your RFP.

SECTION 1 of 5: BIDDER INFORMATION

Complete Bidder Legal Business Name:		Taxpayer ID # (TIN): SSN FEIN	
		Write/Type SSN/FEIN Number Above	
Business Name, Trade Name, Doing Business as (If different from above):			
Business Entity:	☐ Corporation	☐ LLC Corporation	☐ LLC Partnership
	☐ Non-Profit	☐ Partnership	☐ LLC Single Member
Note: If Individual/Sole Proprietor, Individual's Name (As Owner) Must Appear in the Legal Business Name Block above.			
Business Type:	A. Sale Commodities	B. Medical Services	C. Attorneys Fees
			D. Rental of Property
(REAL ESTATE & EQUIPMENT)			
E. Other (Describe in detail)			
Under this TIN, what is the primary type of business you provide to the State? Enter Letter from above:			
Under this TIN, what other types of business might you provide to the State? Enter Letter from above:			
Note: If your business is a <i>Partnership</i> , you must attach the names and titles of all Partners to your RFP submission.			
Note: If your business is a <i>Corporation</i> , in which state are you incorporated?			
Written signature of Person Authorized to sign RFPs on behalf of the above named Bidder:			Date Executed
SIGN HERE			
Type or Print Name of Authorized Person		Title of Authorized Person	
Is your business currently a DAS Certified Small Business Enterprise?		☐ Yes (Attach a copy of Certificate) ☐ No	
If you are a <i>State Employee</i> , indicate your position, agency, and agency address:			

RFP PROPOSAL UCHC 26 REV 12/04	STATE OF CONNECTICUT		THIS FORM AND REQUIRED PROPOSAL SCHEDULE FORMS MUST BE RETURNED
	UNIVERSITY OF CONNECTICUT HEALTH CENTER		
Matt Larson	PURCHASING DEPARTMENT MC4036		
<i>Asst. Director Purchasing</i>	16 Munson Road 2nd Floor		
	Farmington, CT 06032		<u>Read & Complete</u>
860-679-2408			<u>Carefully</u>
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	Bidder Address	Remittance Address (Same as Bidder Address ☐ YES)
No. & Street:		
City:		
State:		
Zip Code:		
Email Address:		
Web Address:		
Contact Name:		
Phone:		
Cell Phone:		
Fax:		

SECTION 2 of 5: AFFIRMATION OF BIDDER

The above signed bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form UCHC-19 of current issue and in effect on the date of RFP issue. Form UCHC-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special RFP Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Director of Purchasing within ninety (90) calendar days from the date of RFP opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL RFP AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
4. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices bid therein.

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SECTION 3 of 5: BIDDER DEBARMENT AND/OR SUSPENSION

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut. Should Purchasing Department determine that bidder has not completed Section 2 - Bidder Debarment and/or Suspension included as part of this document, and then such determination may be just cause for disqualification from the evaluation of this RFP.

☐ YES ☐ NO

The above signed bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Instructions for Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. By submitting this form, the prospective lower tier participant is providing the certification set forth below in accordance with these instructions.
 - a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - c. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - d. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the University of Connecticut Health Center.
 - e. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 - g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - h. Except for transactions authorized under paragraph 3.(a) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

☐ YES ☐ NO

If the above signed bidder and/or any company official or any subcontractor to the bidder and/or any company official has received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached this document when submitted this proposal.

Number of notices attached: _____

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SECTION 4 of 5 : HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Contractors' Compliance Certification Regarding Confidentiality and Disclosure of Patient Healthcare Information

Contractor, its agents and employees (collectively, "Contractor") acknowledge that it may have access to confidential protected health information ("PHI"), including, but not limited to, patient identifying information. References to PHI include electronic protected health information ("ePHI").

Contractor agrees that it:

- (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law as defined in 45 C.F.R. § 164.501;
- (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, electronic, etc.) with which it may come into contact;
- (c) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law. These safeguards shall include the implementation of administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains or transmits on behalf of the covered entity;
- (d) will ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Contractor is bound;
- (e) as soon as the business associate becomes aware it shall report to UCHC any use or disclosure not provided for in by this Agreement immediately upon becoming aware of it and take prompt corrective action including mitigation and sanction procedures to cure such unauthorized use or disclosure and execute incident response and reporting procedures;
- (f) will mitigate, to the maximum extent practicable, any harmful effect of a use or disclosure in violation of the requirements of this Agreement;
- (g) will indemnify and hold UCHC harmless from all liabilities, costs, and damages arising out of or in any manner connected with the disclosure by Contractor of any PHI;
- (h) will make available PHI in accordance with 45 C.F.R. § 164.524;
- (i) will make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;
- (j) will document disclosures and make available the information required to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
- (k) will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies for purposes of determining compliance with 45 C.F.R. § 164.500-534;
- (l) upon termination of this Agreement, for whatever reason, will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of UCHC, which Contractor maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, will inform UCHC of the conditions that make return or destruction infeasible and extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- (m) will have a system of sanctions for any employee, subcontractor or agent who violates this Agreement; and
- (n) will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time.

Contractor recognizes that PHI shall be and remain the property of UCHC and agrees that it acquires no title or rights to PHI, including any de-identified information, as a result of this Agreement. Contractor further recognizes and agrees that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action, including reporting to the Secretary of Health and Human Services.

☐ YES (Applicable) ☐ NO (Non-Applicable)

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Section 5 of 5: Notification to Bidders:

Commission on Human Rights and Opportunities Contract Compliance Regulations

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71 and 46a-81i of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71 of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area;
- (e) and the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

The above-signed individual acknowledges reading the above Notification to Bidders.

Employment Information Form

STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT

BIDDER/CONTRACTOR	CONTACT PERSON:	DATE:
ADDRESS	PHONE NUMBER	CONTRACT AWARD NUMBER 5-1514

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru F Male and Female)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers											
Professionals											
Technicians											
Sale Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers?						☐ YES	☐ NO	Explain:			
If CT based, do you post all employment openings with the State of Connecticut Employment Service?						☐ YES	☐ NO	Explain:			
Do you implement a written Affirmative Action Plan?						☐ YES	☐ NO	Explain:			
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTI DISCRIMINATION PRACTICES											
UCHC-45 Rev. 12/04											

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Standard RFP Terms & Conditions

All Invitations to Bid issued by the University of Connecticut Health Center Purchasing Department will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitations to Bid.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 10a-151b, 4a-50 through 4a-80, and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.

The contractor agrees to comply with the statutes and regulations 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.

Submission of Bids

1. Bids must be submitted on forms supplied by Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation to Bid.
2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Purchasing Department after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Purchasing Department. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one, which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitations to Bid.
5. Alternate bids will not be considered. An alternate bid is defined as one, which is submitted in addition to the bidder's primary response to the Invitations to Bid.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

Contract

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Purchasing Department to purchase these commodities or services on the open market. The

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Standard RFP Terms & Conditions

Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present

21. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

22. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes

of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services; however, no compensation for lost profits shall be allowed.

Delivery

23. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

24. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

25. Deliveries are subject to re-weighing on State sealed scales.

26. Payment terms are net 30 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

27. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the State for advertising and

promotional purposes without the prior approval of Purchasing Department.

Rights

30. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

31. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

32. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

33. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Records, Files, and Information

34. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

35. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

Dispute Resolution

36. Contractor may bring claims against Customer for any loss, claim, damage, or liability of whatsoever kind or nature, which may arise from or in connection with this Agreement in accordance with Chapter 53 of the Connecticut General Statutes. Contractor shall have recourse through the State of Connecticut Claims Commission as provided under Chapter 53 of the Connecticut General Statutes in which all claims against the State of Connecticut and the University of Connecticut Health Center will be filed with Connecticut's Claims Commissioner. The parties agree that if such claim is not resolved by the State of Connecticut Claims Commission, then the venue for any the litigation resulting out of any controversy or claim against Customer arising out of or relating to this Agreement, or the breach thereof, shall be the state courts of Connecticut or the federal courts sitting in Connecticut. Each party hereby irrevocably waives the right to trial by jury in any federal or state judicial proceeding. Each party hereby waives any right to seek punitive,

REQUEST FOR PROPOSAL
UCHC-19 Rev. 12/04

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
16 Munson Road 2nd Floor
Farmington CT 06032

RFP Number:
5-1514

Matt Larson
Asst. Director Purchasing

860-679-2408

Telephone Number

Page 3 of 3
Standard RFP Terms & Conditions

exemplary, multiplied or consequential damages, prejudgment interest or attorneys' fees or costs.

John Dempsey Hospital Policies and Procedures

37. Contractor will comply with John Dempsey Hospital policies and procedures, as well as all applicable laws, ordinances, rules regulations, standards, and orders of governmental, regulatory and accrediting bodies, including but not limited to the Joint Commission on the Accreditation of Health Care Organizations (JCAHO), having jurisdiction in the premises that are applicable to the conduct of physicians.

STATE OF CONNECTICUT
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SPECIAL RFP TERMS & CONDITIONS

1. Conformity and Completeness of Proposals:

To be considered acceptable, proposals must be complete and conform to all RFP instructions and conditions. The University of Connecticut Health Center, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of the University of Connecticut Health Center will be served.

2. Stability of Proposed Prices:

Any price offerings from Proposers must be valid for a period of 180 days from the due date of the proposal.

3. Amendment or Cancellation:

The University of Connecticut Health Center reserves the rights to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the University of Connecticut Health Center to do so.

4. Multiple Award:

The University of Connecticut Health Center reserves the right to award to multiple vendors.

5. Proposal Modifications:

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the University of Connecticut Health Center. The University of Connecticut Health Center, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

6. Proposer Presentation of Supporting Evidence:

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the University of Connecticut Health Center deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

7. Erroneous Awards:

The University of Connecticut Health Center reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the University of Connecticut Health Center shall not constitute a breach of contract on the part of the University of Connecticut Health Center since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between the University of Connecticut Health Center and such proposer.

8. Proposal Expenses:

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the University of Connecticut Health Center.

9. Ownership of Proposals:

All proposals shall become the sole property of the University of Connecticut Health Center and will not be returned.

10. Ownership of Subsequent Products:

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University of Connecticut Health Center unless otherwise stated in the contract.

11. Transfer of Data:

All data stored in the successful Proposer's files, electronic or hard copy, will be returned to the University of Connecticut Health Center upon the expiration of the contract.

12. State Fiscal and Product Performance Requirements:

Any product or services acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or services fail to meet the minimum State criteria for acceptable and performance reliability.

13. Validation of Proposals:

The proposals shall be binding commitments which the University of Connecticut Health Center may include, by reference or otherwise, into any contract with a proposer. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with the University of Connecticut Health Center and contractually bind the proposer. The proposal must also include evidence that is has been duly delivered on the part of the proposer, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the proposer any contract contemplated in this RFP.

14. Execution of Contract:

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a proposer(s) is selected, the elected proposal(s) and this RFP may then serve as the basis for a contract that will be negotiated and executed between the University of Connecticut Health Center and the selected proposer(s). This RFP and the proposal will likely be attached to the contract as exhibits. If for some reason, the University of Connecticut Health Center and the initial proposer fail to reach consensus on the issues relative to the contract, the University of Connecticut Health Center may commence contract negotiations with other Proposers. The University of Connecticut Health Center may decide at any time to start the RFP process again.

15. Oral Agreement or Arrangements:

Any alleged oral agreements or arrangements made by Proposers with University of Connecticut Health Center employees will be disregarded in any University of Connecticut Health Center proposal evaluation or associated award.

16. Independent Price Determination:

In the proposals, Proposers must warrant, represent, and certify that the following requirements have been met in connection with this RFP: 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. 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. No attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
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RFP Number:
5-1514

Matt Larson
Asst. Director Purchasing

860-679-2408
Telephone Number

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SPECIAL RFP TERMS & CONDITIONS

17. Offer of Gratuities:

The proposer warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has or will, benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the University of Connecticut Health Center if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the proposer, the Proposer's agent(s), representative(s) or employee(s).

18. Subletting or Assigning of Contract

The University of Connecticut Health Center must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the University of Connecticut Health Center and that the Director of Purchasing or his designee may communicate directly with any subcontractor as the University of Connecticut Health Center deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to the University of Connecticut Health Center upon request. The successful proposer must provide the majority of services described in the specifications.

A contract award or contract resulting from the RFP solicitation may not be assigned by the Proposer without the express written permission of the University of Connecticut Health Center.

19. Freedom of Information:

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections which a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-1 9(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

20. State Access to Records, Record Keeping, and Record Transfer:

The successful proposer shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the University of Connecticut Health Center shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the University of Connecticut Health Center, and upon termination of the contract all such records, or exact copies thereof, shall be immediately turned over intact to the University of Connecticut Health Center. The successful proposer shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the University of Connecticut Health Center free and full access to the records to be maintained by the successful proposer as pertains to the contract. At the option of the

University of Connecticut Health Center, periodic audits may, at reasonable times, be made of the successful Proposers and all of its subcontractors' books and records insofar as they pertain to the contract. Such audits shall be made at the University of Connecticut Health Centers expense by the University of Connecticut Health Center or independent public accountants designated by the University of Connecticut Health Center. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

21. Confidentiality and Care of Data:

The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

22. Payments under a contract award:

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.

Matt Larson

Asst. Director Purchasing

BIDDERS STATEMENT OF QUALIFICATIONS

860-679-2408

Telephone Number

Page 1 of 2

This form will be used in assessing a bidder's qualifications and to determine if the RFP submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating RFPs. Attach additional sheets if necessary.

COMPANY NAME: _____
ADDRESS: _____

Number of years company has been engaged in business under this name: _____ Years

List other names your company goes by:

1. _____ 2. _____

List previous company name (s):

1. _____ 2. _____

Size of Company, Firm, or Corporation

Number of Employees: _____ Full Time: _____ Part-Time: _____
Company Value: _____ Equipment Assets: _____ Total Assets: _____

Is your company registered with the Office of the Connecticut Secretary of State? ☐ Yes ☐ No

If requested, would your company provide a "Good Standing" certificate issued by the Connecticut Secretary of State?

☐ Yes ☐ No

List any relevant certifications, licenses, registrations, etc., which qualify your company to meet the requirements of this RFP:

List of Equipment to be used for this service (include model, year, and manufacturer):

<u>Model</u>	<u>Year</u>	<u>Manufacturer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Matt Larson

Asst. Director Purchasing

BIDDERS STATEMENT OF QUALIFICATIONS

860-679-2408

Telephone Number

Page 2 of 2

List any contract awards to your company within the last three years. Indicate which State agency, and provide contract name and number, and the Purchasing Services Officer administering the contract:

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing
Services Officer : _____
Tel. No.: _____
Effective Dates: _____

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing
Services Officer : _____
Tel. No.: _____
Effective Dates: _____

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing
Services Officer : _____
Tel. No.: _____
Effective Dates: _____

Contract No.: _____
Contract Name: _____
State Agency: _____
Purchasing
Services Officer : _____
Tel. No.: _____
Effective Dates: _____

List any criminal convictions against your company and any of your company's officers, principal shareholders, directors, partners, LLC members and LLC managers:

(Attach additional sheets, if necessary)

List any administrative actions either pending review by the state or determinations that the state has made regarding your company or any of your company's officers, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgments, actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the department of consumer protection, the department of environmental protection, etc. Detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

(Attach additional sheets, if necessary)

I hereby certify under penalty of false statement that all the information supplied is complete and true.

Signature

Date

Title

Matt Larson
Asst. Director Purchasing

860-679-2408
Telephone Number

Proposal Schedule

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

Delivery:

Terms: Cash Discount:
 % # Days

Bidder Name:

SSN or FEIN #:

Payment terms are net 30 days after receipt of invoice. Any deviation may result in proposal rejection. Bid prices shall include all transportation charges FOB UConn Health Center.

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	DataCenter Computer Hardware Support The University of Connecticut Health Center (UCHC) seeks a vendor to support for its Datacenter Computer Hardware including parts, services and maintenance with a qualified vendor. Refer to specifications document titled, "DataCenter Computer Hardware Support Contract (Parts, Service and Maintenance) Request for Proposal (RFP)" dated July 17, 2006. <u>INSTRUCTIONS</u> Please incorporate the following into your proposal: 1. Complete Response Bidder must respond to each requirement of the Request for Proposal by noting acceptance or taking exception with complete explanation, directly beneath each item as outlined in the RFP document. An official authorized to bind the bidder to its offer must sign the Bidder Information documents included with this RFP.				
2.	Qualifications requirements For security purposes, UCHC will verify that the each vendor is qualified by the various OEM's to service and maintain hardware. In order to obtain a detailed list of the equipment to be serviced and maintained, UCHC is requiring the bidding organization to submit a completed section 3.0 Vendor Information (Pre-Qualification) document by Wednesday, July 26, 2006 at 3:30PM. Once UCHC has determined that the organization is qualified to service and maintain UCHC hardware, a list will be provided detailing the hardware to be covered under this RFP. A confidentiality agreement may also be required to obtain the list. UCHC reserves the right to determine what constitutes a "Qualified Vendor". Failure to provide a completed section 3.0 Vendor Information (Pre-qualification)				

RFP Number:

5-1514

Matt Larson

Asst. Director Purchasing

860-679-2408

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Proposal Schedule

IMPORTANT!
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Delivery:

Terms: Cash Discount:
 % # Days

Bidder Name:

SSN or FEIN #:

Payment terms are net 30 days after receipt of invoice. Any deviation may result in proposal rejection. Bid prices shall include all transportation charges FOB UConn Health Center.

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	document by Wednesday, July 26, 2006 at 3:30 PM shall lead to disqualification. In addition, any proposed vendor that is deemed "Not-Qualified" by UCHC shall also be disqualified. Please send the completed section 3.0 Vendor Information (Pre-qualification) via email to: Matt Larson Email: mlarson@uchc.edu				
3	Submission of Proposals Proposals are due Wednesday, August 9, 2006 at 3:30 PM. Bids must be sealed and not delivered in open packages or binders. UCHC will not accept any faxed or emailed proposals. Send Proposals to: UConn Health Center Purchasing Department MC 4036 16 Munson Road 2nd Floor Farmington, CT 06032 Attention: RFP 5-1514				
4	Affidavits As required by State Law, please complete the following Forms in the Affidavit Requirements for State Contracts section: Form 1A: Gift Affidavit Form 1B: Gift Affidavit (Contract-With Previous Bid or Proposal) Form 5: Consulting Agreement Affidavit				
5	Questions Questions are due: Wednesday, July 26, 2006 at 3:30PM. <u>Submit questions in writing by email only. No telephone questions will be accepted or considered.</u> Suppliers should refer to the specific RFP paragraph number and page and should quote the passage being questioned. UCHC will respond to questions promptly and will send answers to all				

Matt Larson

Asst. Director Purchasing

860-679-2408

Telephone Number

Proposal Schedule

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

Delivery:

Terms:

Cash Discount:

%

Days

Bidder Name:

SSN or FEIN #:

Payment terms are net 30 days after receipt of invoice. Any deviation may result in proposal rejection. Bid prices shall include all transportation charges FOB UConn Health Center.

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
	suppliers as a group are released as a subsequent addendum. UCHC will delete supplier names from the text of questions and answers being sent.				
	Submit questions to: Matt Larson eMail: mlarson@uchc.edu				
6	Number of Proposals Vendor must submit one (1) original and five (5) copies of proposal, plus one (1) copy of the RFP package on CD. Electronic submissions are encouraged through the UCHC Bid Portal at http://bids.uchc.edu .				
7.	Contact Information Please use the following name and address for all correspondence with the University of Connecticut Health Center concerning this RFP. Bidders who solicit information about this RFP either directly or indirectly from other sources will be disqualified. All correspondence must be directed to: Matt Larson, Asst Director UConn Heath Center Purchasing 16 Munson Road 2 nd Floor MC 4036 Farmington, CT 06032 Voice 860-679-2408 Fax 860-679-2508 Email: mlarson@uchc.edu				
7	Proposal Preparation Proposals should be prepared simply and economically without emphasis on the presentation of the proposal. Expensive bindings, color photographs, and excessive promotional materials, such as videos, are neither desired nor needed. Suppliers may submit brochures if requested, but should not include materials not requested. UCHC prefers to receive proposals in appropriately sized three-ring binders with index tabs to separate sections.				

RFP Number:**5-1514****Matt Larson***Asst. Director Purchasing***860-679-2408**

Telephone Number

Proposal Schedule

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

Delivery:

Terms:

Cash Discount:

%

Days

Bidder Name:

SSN or FEIN #:

Payment terms are net 30 days after receipt of invoice. Any deviation may result in proposal rejection. Bid prices shall include all transportation charges FOB UConn Health Center.

Item no.	Description of commodity and/or services	Qty.	Unit	Unit Price	Total Price
8	Offer Expiration Date Proposals in response to this RFP shall be valid for 180 days from the proposal due date. UCHC reserves the right to ask for an extension of time if needed.				
9	Requests for additional information UCHC reserves the right to ask for further information from the bidder either in writing or verbally at any point during the selection process. Only information provided in writing will be relied upon and expected to be part of any subsequently awarded agreement.				
10	A copy of the RFP in MS Word format for convenience of preparing response may be obtained by emailing Matt Larson; mlarson@uchc.edu.				



STATE OF CONNECTICUT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
PURCHASING DEPARTMENT
 Administrative Services Building 1st Floor
 263 Farmington Avenue
 Farmington CT 06032
 860-679-2408

Affidavit Requirements for State Contracts

The University of Connecticut adheres to the State of Connecticut Office of Policy and Management policies and guidelines regarding Affidavit Requirements for State Contracts.

	State contracts with <u>a</u> <u>value</u> * less than \$50,000	State contracts with <u>a</u> <u>value</u> * of \$50,000 or more	State contracts with <u>a</u> <u>cost* to the State</u> greater than \$500,000
Gift Affidavit	No	Form 1 (A, B, C)	Form 1 (A, B, C)
Campaign Contribution Affidavit	No	No	Form 2 (A, B, C)
Agency Certification	No	Form 3	Form 3
Annual Contract Affidavit	No	No	Form 4
Consulting Agreement Affidavit	No	Form 5 (Only to be used with contracts for the purchase of goods and services)	Form 5 (Only to be used with contracts for the purchase of goods and services)
Affirmation of Receipt of Summary of State Ethics Laws	No	No	Form 6 (A, B, C) (Only to be used with large state construction or procurement contracts as defined in §32 of Public Act 05- 287)

Grant awards are not:

- ‘large state contracts’ as defined by Conn. Gen. Stat. § 4-250;
- ‘procurements’ as defined by Executive Order 7B, para 2; or
- ‘contracts for the purchase of goods and services’ as used in § 51 of Public Act 05-287.

*The “**value of the contract**” means the dollar amount or equivalent benefit expended or received by the State in accordance with the contract; whereas, the “**cost to the State for a contract**” means the dollar amount or equivalent benefit expended by the State in accordance with the contract.

SERIES 1 FORMS (Gift Affidavits)

Form 1A - To accompany bids or proposals for state contracts with a value of \$50,000 or more within a calendar or fiscal year;

Form 1B - To accompany state contracts, for which there was a previous bid or proposal, with a value of \$50,000 or more within a calendar or fiscal year;

Form 1C - To accompany state contracts, for which there was no previous bid or proposal, with a value of \$50,000 or more within a calendar or fiscal year.

SERIES 2 FORMS (Campaign Contribution Affidavits)

Form 2A - To accompany bids or proposals for state contracts with a cost to the State greater than \$500,000 within a calendar or fiscal year;

Form 2B - To accompany state contracts, for which there was a previous bid or proposal, with a cost to the State greater than \$500,000 within a calendar or fiscal year;

Form 2C - To accompany state contracts, for which there was no previous bid or proposal, with a cost to the State greater than \$500,000 within a calendar or fiscal year.

FORM 3 (Agency Certification)

Contracts with a value of \$50,000 or more, require an Agency Certification from the official or employee of the contracting state agency who is authorized to execute the subject contract.

FORM 4 (Annual Contract Affidavits)

Annual Contract Affidavits are only to be used annually to update previously submitted gift/campaign contribution affidavits for state contracts with a cost to the State greater than \$500,000 within a calendar or fiscal year.

FORM 5 (Consulting Agreement Affidavits)

Consulting Agreement Affidavits are only to be used when contracting for the purchase of goods or services, which contract has a total value to the State of \$50,000 or more in any calendar or fiscal year. This affidavit is not required for leases and licensing arrangements of any value.

SERIES 6 FORMS (Ethics Affirmation)

Ethics Affirmations are only to be used with “large state construction or procurement contracts” meaning any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in section 4a-50 of the general statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Form 6A - This affirmation is mandatory and must be completed before the Contractor's bid or proposal can be considered by the state, pursuant to section 37 of Public Act 05-287. This form requires the Contractor to affirm that the Contractor and its key employees have read, understand and agree to comply with the provisions of the state ethics law.

Form 6B - This affirmation is mandatory and must be completed and returned prior to the execution of the contract by the awarding agency, pursuant to section 37 of Public Act 05-287. This form is similar to Form 6A, except that Form 6B is to be used with no bid contracts.

Form 6C - This affirmation is mandatory and must be completed and returned in a timely manner. This form requires the Contractor to provide a summary of state ethics laws to all subcontractors and consultants and obtain an affirmation from such subcontractor or consultant that the provided summary has been read, understood and agreed thereto.

OPM has posted the approved Forms on the OPM Web site. The affidavits and the certification will remain in effect until July 1, 2006.

If you have any questions, please contact Gareth Bye, Esq. at 418-6433 or Anthony Lazzaro, Esq. at 418-6467.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Gift Affidavit
(Bid or Proposal)

Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below (additional information may be attached):

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
---------------------------	--------------------------	-------------------------	--------------	---------------------

Further, neither I, nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this th day of 200

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Gift Affidavit
(Contract – With Previous Bid or Proposal)

Gift affidavit to accompany state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that between the date the affidavit was signed accompanying the bid or proposal for this contract and the date this contract was executed neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below (additional information may be attached):

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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Further, neither I nor any principal or key personnel of the submitting firm or corporation who participated directly, extensively or substantially in the preparation of the bid or proposal or in the negotiation or award of the subject contract know of any action to circumvent this gift affidavit.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this th day of 200

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
UNIVERSITY OF CONNECTICUT HEALTH CENTER
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this

____th day of _____ 200

Commissioner of the Superior Court
Notary Public

**Datacenter Computer Hardware Support Contract
(Parts, Service and Maintenance)
REQUEST FOR PROPOSAL (RFP)
JULY 17, 2006**

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The University of Connecticut Health Center, will be the sole judge of vendor responsiveness to the document and as such, reserve the right to reject any and all responses, with cause, without incurring any liability whatsoever.

1.0 University of Connecticut Health Center

1) Intent of Request for Proposal

The University of Connecticut Health Center (UCHC) wishes to contract support for its Datacenter Computer Hardware including parts, services and maintenance for the term of 3 years with 2 optional 1 year extensions.

2) Current Need

The winning bidder will be able to keep an accurate, up to date, quarterly inventory of our datacenter, troubleshoot, repair or replace various HP Proliant, VAX and Alpha servers, HP storage arrays, DEC printers and Backup devices. The winning bidder must be able to provide reports of what is under maintenance, level of maintenance and service history via their website. Additionally, via their inventory process the vendor will be able to offer sliding maintenance for hardware coming off of OEM (Original Equipment Manufacturer) warranty agreements proactively engaging UCHC in determining what service levels would be required for agreement under this contract. There are approximately 400 pieces of equipment that are expected to be tracked under this contract.

3) Background Information

The University of Connecticut Health Center (UCHC) is Connecticut's only publicly supported academic health center. Its primary mission is to provide education at the undergraduate, graduate, and professional levels for medical and dental practitioners, teachers, and researchers. Education is provided in an environment of exemplary patient care, research, and public service.

Construction of the Health Center's main campus began in 1966. The main complex occupies a prominent hilltop overlooking an interstate highway (I-84). This massive, circular building originally contained about 1.2 million square feet, seven miles of corridors, and 2,000 rooms. Its first major addition, the Andrew J. Canzonetti, M.D. Building, was dedicated in 1994. It added 94,000 square feet next to the Health Center's John Dempsey Hospital. The Health Center's newest addition, our Academic Research Building, was opened in 1999. The impressive 11-story structure provides 170,000 square feet of state-of-the-art laboratory space.

Since the Health Center's inception, its administration and faculty have been committed to maintaining high-quality research programs as part of the institution's fabric. This commitment has enabled the Health Center to recruit distinguished researchers with expertise in neuroscience, molecular biology, molecular pharmacology, biochemistry, cell physiology, toxicology, and endocrinology, among other fields. The Alcohol Research Center, is one of only 14 such federally supported centers in the nation; the Connecticut Clinical Chemosensory Research Center, one of five; and the Claude Pepper Older Americans Independence Center, one of 10.

In 1992, the Health Center adopted a Strategic Plan to guide its short- and long-term development. The education of health care professionals is the central focus of the Strategic Plan which integrates the activities of the Health Center's three main units: the School of Medicine, School of Dental Medicine and the UConn Health System.

The Information Technology (IT) Department's provide various levels of support and services for the Faculty, Staff, business partners and contractors for the University of Connecticut Health Center. There are approximately 5000 end users located in various Clinical, Academic and Research Departments. The IT department interacts with many different systems and applications utilized by staff in these areas. The Security, Networking, Server Department's Staff employs thirteen Full-time Technicians and additional support is provided by several other IT Groups. Currently this team is responsible for the maintenance and uptime of several critical computer and network systems. This contract will allow the IT department to offer a cost effective solution to our business unit customers in allowing various levels of support for thus equipment while meeting customer satisfaction and budgetary needs.

2.0 Response Requirements

The purpose of the RFP process is to determine the degree to which your Computer Hardware Support proposal for parts, service and maintenance meet the needs of the University of Connecticut Health Center. Your responses to these questions must be complete, as they will become part of any contractual agreements. We appreciate the investment of time and resources the vendors are making by participating in this process.

- 1) The review of your services will be based on your responses to this RFP, web site demonstration, site visits or references. Once the response to the RFP is received, an evaluation committee will invite selected Vendors to provide the University of Connecticut Health Center with a demonstration of the proposed system.
- 2) The University of Connecticut Health Center reserves the right to amend this RFP without altering the timing requirements. Any changes or addenda to these documents will be communicated in writing to all vendors as quickly as possible. If there are modifications, which will change the timing requirements, these will be communicated to all vendors as quickly as possible.
- 3) The University of Connecticut Health Center reserves the right to negotiate the final terms and conditions of the proposal and resulting agreement.
- 4) All RFP Standard Forms listed below must be completed and submitted with the vendor's proposal. Omission of these forms will result in disqualification of the bidder's response.
- 5) Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders and the Employment Information Form 801.
- 6) The vendor must meet the Standard Bid Terms and Conditions, the UCHC Information Security Policy, and other regulatory (State and Federal) guidelines where applicable.

The vendor shall provide UCHC with (6) complete RFP packages, including itemized quotation, terms and conditions, maintenance agreements, equipment description/technical product data specifications, and acceptance test procedure. All proposals become the property of UCHC. Also provide 3 copies of the RFP package on CD-Rom.

Any questions or concerns regarding the System requirements should be addressed to Purchasing Department, 1-860-679-2408.

3.0 Vendor Information (Pre-Qualification)

Qualifications requirements

For security purposes, UCHC will verify that each vendor is qualified by the various OEM's to service and maintain hardware.

In order to obtain a detailed list of the equipment to be serviced and maintained, UCHC is requiring the bidding organization to submit a completed section 3.0 Vendor Information (Pre-Qualification) document by Wednesday, July 26, 2006 at 3:30PM. Once UCHC has determined that the organization is qualified to service and maintain UCHC hardware, a list will be provided detailing the hardware to be covered under this RFP. A confidentiality agreement may also be required to obtain the list. UCHC reserves the right to determine what constitutes a "Qualified Vendor". **Failure to provide a completed section 3.0 Vendor Information (Pre-qualification) document by Wednesday, July 26, 2006 at 3:30 PM shall lead to disqualification. In addition, any proposed vendor that is deemed "Not-Qualified" by UCHC shall also be disqualified.**

Please send the completed section 3.0 Vendor Information (Pre-qualification) via email to:

Matt Larson

Email: mlarson@uchc.edu

Vendor should respond to the following questions as required for pre-Qualification:

1. Does the vendor intend to subcontract any part of the work for the proposed system? If yes, list the pieces to be subcontracted. NOTE: if there are sub-contractors associated with this proposal, they must answer all vendor-related questions.
2. How many years has the vendor been in business?
3. How long has the vendor been providing Hardware support on:
 - a. Dec branded VAX systems?
 - b. Compaq branded Alpha systems?
 - c. HP branded Alpha systems?
 - d. DEC CI, CICI, Star "and" SCSI attached tape and drive storage subsystems (storage cabinets, controllers including HSG and HSJ)?
 - e. Compaq MA (modular array) SAN "and" SCSI attached storage subsystems (Drives, Sleds, controllers, SAN switches)?
4. How many support contracts with similar requirements do you currently have?
5. Have any customers filed legal action against your company? If so how many are currently in litigation?
6. State your primary line of business and the percentage of your business derived from that business.
7. What is the current size and home location of your company?
8. What is the location of the office that will be serving UCHC?
9. How large is the service staff pool from the office serving UCHC that will support the UCHC Datacenter?
10. THE SERVICE TECHNICIANS MUST RESIDE WITHIN 100 MILES FROM THEIR DISPATCH POINT, TO THEIR PARTS DEPOT AND TO THE HEALTH CENTER COMBINED. Does the bidding organization meet this requirement?
11. THE WINNING BIDDER MUST BE CERTIFIED BY THE OEM TO WORK ON THE HARDWARE COVERED UNDER THIS CONTRACT. What are your certification credentials and are they in good standing? Please provide.
12. Will you allow UCHC to confirm the above with the Hewlett Packard?
13. Bidders should expect to be able to perform repair, replacement SBD services on equipment such as:

VAX 7000

ALPHA 2100 4/233

ALPHA GS140

HP / COMPAQ:

3000
DL320
DL360
DL370
DL380
DL580
ML370
ML530
ML570

DEC impact line printers

End of Section 3.0

4.0 VENDOR REFERENCES

Please supply at least 3 references with similar requirements with contact information including, organization name, Title and role of the contact, phone number and approximate amount of SERVER related equipment under contract.

5.0 SUPPORT AND SERVICES

Datacenter inventory

- 1) All computing equipment (either under their warranty or not) in the datacenter will be inventoried by the winning bidder.
- 2) All computing equipment will be tagged / labeled by the winning vendor to be used for tracking information in a centralized Database hosted by the vendor and accessible only by the vendor and selected UCHC employees.
- 3) The inventory database will contain; UCHC Asset Tag Number, Make, Model or generation number, Serial number, Server Name (from Applied Label if there is no label UCHC will apply one upon request), Datacenter Location (Row and Rack #), OEM Warranty Expiration date (supplied by UCHC upon request), Vendor supplied Warranty coverage type (24x7x4, NBD, T&M and NC), Warranty Cost (average monthly cost).
- 4) The Inventory will also identify dependency devices and grouped as such as a complete system. For example; a server with connected external storage. This would most likely be 2 or more items under warranty. However, the external storage must be associated with its server representing a complete system.
- 5) The datacenter shall be inventoried by the vendor once a quarter to confirm up to date information. A copy of this inventory shall be supplied in CSV format upon completion to UCHC.
- 6) UCHC will supply the initial inventory list for this contract. The awarded vendor must within the first 90 days from the award date confirm the inventory (via applying their identification tag / labeling method), correct deficiencies and supply a copy of the completed inventory in CSV format upon completion to UCHC.
- 7) The winning vendor will proactively alert UCHC of systems that are ending original OEM warranty previous to 90 days of the expiration date.
- 8) All equipment that expires off of OEM warranty will fall into the support category of NBD unless otherwise noted by UCHC.

Support coverage terms and conditions

- 1) All equipment from the datacenter inventory will fall under one of the following support criteria:

24x7x4 (SBD)**

Hardware covered under this classification will have a vendor technician contact (via phone or in person) the UCHC representative who placed the support call within 2 hours to start working on the problem. The expectation by UCHC is that equipment under this criteria can be repaired or replaced within the Same Business Day (SBD). Hardware covered under this classification will have a monthly costs associated for its support, repair or replacement.

24x7 (NBD)**

Hardware covered under this classification will have a vendor technician contact (via phone or in person) the UCHC representative who placed the support call within 4 hours to start working on the problem. The expectation by UCHC is that equipment under this criteria can be repaired or replaced by the end of the Next Business Day (NBD). Hardware covered under this classification will have a monthly costs associated for its support, repair or replacement.

(T&M)

Hardware covered under this classification will have a vendor technician contact (via phone or in person) the UCHC representative who placed the support call within 4 hours to start working on the problem. The expectation by the UCHC is that equipment under this criteria can be repaired or replaced within a 70 hour window from the time the call was placed. Hardware covered under this classification will have no monthly costs associated for support. Fees will be paid based on Time and material used to fix the problem (T&M).

(NC)

Hardware covered under this classification will have no repair or replacement support. However, these items will be kept in the database as an inventoried item.

Equipment to be Added, Changed or Deleted to the coverage models above shall be done within 30 days of the change request.

**** TECHNICIAN(S) FIXING A PROBLEM LISTED AS SBD OR NBD MUST REMAIN IN CONTACT WITH THE REQUESTING PARTY UNTIL IT IS CONFIRMED THAT THE SYSTEM UNDER REPAIR IS 100% OPERATIONAL BEFORE THEIR DEPARTURE.**

- 2) UCHC reserves the right at anytime for equipment that UCHC deems critical to be covered under OEM extended contracts or by the original application supporting vendor in order to keep continuity, integrity of these systems. UCHC also reserves the right at anytime to use other hardware support vendors for systems types where UCHC feels that the winning bidder cannot meet the support requirements, skills, or operational needs.
- 3) UCHC reserves the right to change the support type for equipment listed in the inventory. This will give UCHC the ability to modify the maintenance requirement either increasing or decreasing coverage based on changing business needs. Equipment to be Added, Changed or Deleted to the coverage models above shall be done within 30 days of the change request.

Customer portal, Service Request

- 1) UCHC shall be able to perform the following functions from the vendor's customer access portal:
 - a. Determine what is under maintenance, type of maintenance, service history per "system" (including parts replaced, technician dispatched, requesting party, date and time call received and time of completion) and warranty service expiration dates.
 - b. Place service requests.
 - c. Add, Change or Delete systems to be covered or the coverage model. Systems changed to be put on or removed from support shall be done within 30 days of the change.
- 2) Integration with our Helpdesk system is strongly preferred. Our Helpdesk system can send an email requesting service for the system in question with the Tag / label information that is affixed by the vendor.

6.0 Datacenter Systems to be covered.

- 1) Vendors that meet the pre-qualifications listed in section 3.0 will be allowed to obtain an electronic list of equipment in the purchasing office.
- 2) There are approximately 100 pieces of equipment that will require SBD, 30 requiring NBD, 120 requiring T&M.
- 3) Bidders should expect to be able to perform repair, replacement SBD services on equipment such as:

VAX 7000

ALPHA 2100 4/233

ALPHA GS140

HP / COMPAQ:

3000

DL320

DL360

DL370

DL380

DL580

ML370

ML530

ML570

DEC impact line printers

7.0 Pricing

- 1) Bidders shall supply monthly pricing for each item listed off of the initial inventory and subsequent inventories conducted after contract signing.
- 2) Bidders shall supply detailed pricing on any additional costs if applicable associated with performing the services requested throughout this RFP.

8.0 Performance Suitability Factors

A Selection Committee shall evaluate responses to this RFP against the criteria listed below. A contract shall be accomplished through competitive negotiation.

- 1) Response Requirements
- 2) Vendor Information (Pre-Qualification)
- 3) Vendor References
- 4) Support and services
- 5) Datacenter Systems to be covered
- 6) Pricing

End of document