



REQUEST FOR PROPOSAL

**Digital Assessment and Evaluation Software
and Related Services**

RFP # KK022720

Proposal Release Date

Thursday, February 27, 2020

Proposal Due Date

Thursday, March 26, 2020 at 2:00 PM (local)

Issued by: Kathleen Kearney
Research Category Manager
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2021
Email: kathleen.kearney@uconn.edu

Table of Contents

1.0 Introduction	3
2.0 Background - About UConn	3
3.0 Standard RFP Information/Requirements	3
4.0 Scope of Work.....	8
5.0 Evaluation Criteria and Process	12
6.0 Instructions to Proposers.....	14
7.0 Submission Instructions	16
8.0 Form of Proposal.....	18

Appendices

Appendix A – Specifications and Terms Matrix

Appendix B – Pricing Matrix

Appendix C – Company Profile

Appendix D – Purchase Agreement

Appendix E – Reference Form

Appendix F – **Not Applicable**

Appendix G – CCPG Form

Attachments

Attachment 1 - Confidentiality Statement

Attachment 2 - Anti-Collusion Affidavit

Attachment 3 – Ethics Memo

1.0 Introduction

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified firms (hereinafter referred to as "vendor", "proposer", "bidder", "firm", or "respondent") to form contractual relationship(s) for the purchase of Digital Assessment and Evaluation Software and related services. Interested parties are required to submit a proposal per the terms, conditions, requirements and specifications of this Request for Proposal ("RFP").

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution, which occupies over 4316 acres, enrolling over 32,000 students and produces over 8,700 undergraduate, graduate and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses located throughout Connecticut. Regional campuses include Avery Point in Groton, Stamford, Waterbury, and Hartford. Its academic health center, UConn Health, is located in Farmington, Connecticut. The UConn School of Law is located in West Hartford, Connecticut. Detailed University demographics are available via the following link: [2020 Factsheet](#)

3.0 Standard RFP Information/Requirements

3.1 Definitions

- 3.1.1 "Request for Proposals (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon "Competitive Negotiation".
- 3.1.2 "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment or contractual services, in which proposals are solicited from qualified suppliers by a request for proposals, and changes may be negotiated in proposals and prices after being submitted.
- 3.1.3 "Addenda" means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 3.1.4 "Proposer" / "Bidder" means a person, firm or corporation submitting a proposal in response to a Request for Proposal.
- 3.1.5 "Contractor" means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.

- 3.1.6 "Informal communications" means any communication method other than written emails to the Point of Contact Person identified for this RFP.
 - 3.1.7 "Non-Acceptance of Proposal" means another proposal was deemed more advantageous to the University or that all proposals were rejected.
 - 3.1.8 "Offer" or "Proposal" means the Proposer's response to this Request for Proposal.
 - 3.1.9 "Services" shall mean all services described within the scope of this RFP.
 - 3.1.10 "Agreement" shall mean the contract issued as a result of this Request for Proposal.
 - 3.1.11 "Contract" may be a formal document signed by both parties or a purchase order.
 - 3.1.12 "CT-based Businesses" shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of proposal submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of proposal submission, from work on projects located in Connecticut.
 - 3.1.13 "Joint Venture" in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.
 - 3.1.14 "SBE/MBE Firm" shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statute) as amended by Public Act 11-229.
 - 3.1.15 "University" or "UConn" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.
 - 3.1.16 "UConn Health" or "UCH" shall mean University of Connecticut Health and its affiliates.
- 3.2 Proposal Understanding: Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.
- 3.3 Qualification of Bidders
- 3.3.1 Offers will be considered from vendors with a demonstrated history of successfully providing similar goods and services to other institutions of higher education or private sector corporations with similar volumes and needs.
 - 3.3.2 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 vendor's proposal.
 - 3.3.3 The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and services and to perform in an expeditious (workmanlike) manner. The University reserves the right to reject any proposal if evidence submitted, or gained through investigation, fails to satisfy the

University that a vendor is properly qualified to carry out the obligations of any contract established pursuant to this solicitation.

- 3.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of 180 days.
- 3.5 RFP Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.
- 3.6 Modified Proposals: Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.
- 3.7 Additional Costs: Costs associated with every aspect of labor, materials and service necessary to provide the goods and/or services as specified herein must be included in the net pricing. The University shall not be responsible for any additional costs related to deliveries of goods or services including travel, fuel surcharges or minimum charges that are not included in the response.
- 3.8 Sales Tax Exemption: In accordance Conn. Gen. Stat. §12-412(1)(A), the University is exempt from local, state, and federal excise taxes.
- 3.9 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University. The University is particularly interested in references that are institutions of higher education. **(Appendix E)**
- 3.10 Good Faith Negotiation: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).
- 3.11 Incorporation of Proposal: Proposals submitted in response to this RFP may, at the University's option, be incorporated into the executed contract.
- 3.12 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer's expense.
- 3.13 Confidential Information: The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act.

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

- 3.14 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University's withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.
- 3.15 Conflict of Interest: The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of Connecticut Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.
- 3.16 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting. Any person who is aware of unethical practices, fraud, violation of state laws or regulations, or other concerns relating to University policies and procedures can report such matters anonymously using the information provided on their website.
- 3.17 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the ["Vendor Code of Conduct"](#) policy.

- 3.18 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.
- 3.19 Notification of RFP Status: Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.
- 3.20 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.
- 3.21 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University's name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.
- 3.22 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. It is the University's intention to make an award for each category which will result in a multi-vendor contract. In order to best meet the needs of the University and the financial requirements of the various end users, an exclusive contract will not be issued as a result of this RFP. Within each manufacturer's offering, three (3) separate (yet inter-connective) lines of products are desired in a Good (A-), Better (A), and Best (A+) ranking. The University may:
- 3.22.1 reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
 - 3.22.2 correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies.
 - 3.22.3 make an award contingent upon the successful Proposer's execution of the applicable required State of Connecticut certifications and affidavits.
 - 3.22.4 award by item, groups of items or total bid; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

4.0 Scope of Work

The intent of this specific Request for Proposal is for the University to enter into contractual relationship with qualified firm(s) for to provide a purchasing vehicle/Master Agreement for Digital Assessment and Evaluation Software and Related Services for use by University faculty and Teaching Assistants (TAs) in academic areas across the University.

Since 1995, UConn's undergraduate enrollment has increased 63%. Additionally, with the 2019 inauguration of Dr. Thomas Katsouleas as President, the University plans to double research dollars and investment over the next decade. The increase in the enrollment, combined with a focus on growing research investment, productivity, and opportunities, necessitates more than ever that UConn faculty members and TAs balance demands effectively between the research and teaching elements of their professions. The use of Digital Assessment and Evaluation Software will undoubtedly benefit faculty and Teaching Assistants. The desired outcomes of adopting this software generally include:

- Enabling faculty members and TAs to more efficiently grade assignments and focus on more hands-on work in classroom instruction and research agendas
- Allowing faculty and TAs to track consistency in grading from student to student
- Giving faculty members and TAs greater insight into assessment and assignment data, allowing for the analysis of trends for their students and courses
- Supporting accreditation activities for Schools at the University, including assessing achievement of student learning outcomes and continuing improvement

4.1 Software Capabilities: Proposer must detail their solution suite capabilities in any number of following areas:

- 4.1.1 Ability to assess or grade various types of assignments including but not limited to exams (multiple choice, binary, open-ended written responses, and essays), homework, or other projects such as coding
- 4.1.2 For open-ended answers, assess student responses versus peers to determine if cheating may have occurred.
- 4.1.3 Ability for Faculty, TAs and students to turn in, assess, and return various exam and assignment media including i.e. paper-based or digital/online exams).
- 4.1.4 Analytics (i.e. aggregate student data, determine trends across different groupings of students by course, cohort, etc)
- 4.1.5 Additional available features not listed above, but that may provide value to University TAs & faculty.

4.2 High-level Interface Requirements:

Proposer must detail their experience and capabilities in integrating and interfacing with various systems:

- 4.2.1 Currently, the University utilizes the Blackboard LMS platform. As of today, the version of Blackboard that UConn uses is Learn SaaS version 3700.16. By early February, Blackboard will be upgraded to version 3800 which requires compatibility with Java 11 for third party integrations.
- 4.2.2 Single-Sign on Capabilities: UConn Users should be able to login to Proposer's system using their University credentials and this method of authentication should not lead to a duplicate account.
- 4.3 Service Capabilities: Proposer must detail their offerings for the following services:
 - 4.3.1 Support, Patches, and Upgrades:
 - 4.3.1.1 Proposer must describe in detail its offering for end-user support. This may include capabilities for web-based and hotline customer-service support. Please include hours of availability, escalation procedures, etc.
 - 4.3.1.2 Proposer must also describe the typical frequency of both patches, maintenance, and upgrade releases cycles, as well as how they are implemented.
 - 4.3.2 Implementation Services: Proposer must describe in detail services it is able to provide to setup, install, and configure the software components, as appropriate
 - 4.3.3 End-User Training: Proposer must describe in detail its offering for training for the proposed software. Trainings offered may include but not be limited to on-site workshops with Vendor personnel, webinars, etc.
- 4.4 Future Software and Services: Describe your product offering roadmap over the next 36 months, including upcoming features and functionality that may be of interest to the University. Upon mutual agreement, the University and Contractor, by way of contract amendment, may add new Goods and Services related to the scope of this RFP at any time throughout the term of the resulting contract. This may include but not be limited to the ability for the University to purchase new and/or additional software and other related offerings as required.
- 4.5 Cloud Data Security: Through the course of software use by the University, it is anticipated that a Respondent's hosted or Software as a Service (SaaS) solution may store Family Education Rights and Privacy Act (FERPA) protected data outside of the University's network. Respondents must detail their process around securing FERPA-protected data on their platforms. Vendors offering hosted or cloud solutions of any kind must complete the attached cloud questionnaire (see Attachment 1). Additionally, the selected vendor must be able to provide SOC 2 reports designed to certify the security, processing, integrity, availability, confidentiality and/or privacy of hosted systems and the data they store or process.

4.6 Case Studies: Proposer should outline its history of success in partnering with other institutions of Higher Education of similar size and scope to the University. The University encourages Respondents to provide written case studies. Case studies should not exceed 1000 words in total.

4.7 Supplemental Terms and Conditions:

4.7.1 The University intends to award contract(s) from this RFP for an anticipated period of three (3) years from the date of execution with the option to extend for up to two (2) years or parts thereof. The option(s) to extend shall be exercised at the sole discretion of the University.

4.7.2 The resulting contract shall function similar to a master agreement which shall include all terms and conditions, offerings, and pricing for the same, which applies to all users and products across any and all departments or user groups. A transactional document such as an order form, quote or statement of work referencing the master agreement shall be developed by the Contractor and provided to the University as needs are identified. Such transactional document shall include the products / subscriptions required to the extent included in the master agreement, a University Purchase Order, and the start date and end date and the associated costs.

4.7.3 Although this contract is being established by and for the University of Connecticut, these services may also be required and / or requested by CCPG member institutions or other State agencies (as deemed necessary and where permitted by the parties). See Appendix G for more information on CCPG.

4.8 Pricing: The University's preferred pricing model is as follows:

4.8.1 Software: For each product offering, tiered, custom, enterprise pricing per number of users based on the license metric (i.e. students, faculty users, etc).

4.8.1.1 Pricing should be based on the aggregate counts across all participating accounts across at the beginning of each year of the term.

4.8.1.2 Please see **Appendix B** for structure for pricing based on a per student basis.

4.8.1.3 Please see **Appendix B** for structure for pricing based on a per faculty user basis.

4.8.1.4 **Alternative pricing for software may be considered. However, the University would still expect to see significant discounts off list price, creative options for volume price discounts (for example via bulk purchases), etc.**

4.8.2 Support and Maintenance: Support and maintenance options must be available. Indicate if pricing for software licensing on a subscription-based pricing model already includes support and maintenance in cost. If not are there separate maintenance costs? Are additional support and maintenance add-ons available?

4.8.3 Services: Provide menu pricing all proposed services related to implementation, training and related start-up activities to ensure successful operation of the software offerings.

Any training or implementation services should include standard pre-packaged, flat-fee pricing options, where available. If pre-packaged or flat-fee options are available, please clearly indicate if they include travel and expenses.

4.8.4 Prior to each anniversary date of the Contract award, the University will receive a report from the Contractor for review containing a snapshot of the current count of students or faculty users.

In a tiered enterprise pricing model described above, the enterprise pricing for the new contract year will then be adjusted to the appropriate tier outlined in the contract based on the reported count. After this tier re-alignment, new order forms executed through the next anniversary date will leverage that pricing.

4.8.5 Base Pricing may not be increased during the entire term (inclusive of extension options) of the resultant agreement which shall be for a minimum of three years with two additional one-year options.

4.8.6 The University is also interested in understanding any options for no-cost product, trial licenses, etc. Please include any and all options for such offerings in your proposal.

5.0 Evaluation Criteria and Process

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

Evaluation Criteria	Weight
Overall Offering	65 Points
Respondent's proposal demonstrates, in the sole opinion of the University, they are qualified to provide the requisite goods and services that meet the University's objectives described herein.	
References & History of Success	15 Points
Demonstrated satisfaction of previous/and or current clients as evidenced by references provided by the firm submitting the proposal and those identified by the University. The University is particularly interested in demonstrated success and references from other Higher Education and Public Sector clients of similar size and scope to University of Connecticut. Emphasis will be placed on case studies provided as part of this RFP response from the Respondents.	
Cost Proposal	20 Points
Proposed cost is competitive and demonstrates a superior level of value based on the above criteria.	
TOTAL POINTS AVAILABLE:	100 POINTS

- 5.2 Response Clarification If the evaluation committee reviewing the proposals determines that any or all of the responses require some clarification, the committee may require any or all of the bidders to clarify their responses through an oral presentation or through written responses to written questions. At such an oral presentation or in such written questions, the committee may request the bidder to clarify or explain items in its response. However, the oral or written presentation may not be used to change or supplement the original response.

- 5.3 The University expressly reserves the following rights:

- 5.3.1 To reject any and all proposals and to waive any informalities, irregularities or technical defects in the proposal if it is deemed to be in the best interest of the University.
- 5.3.2 To solicit, receive and/or utilize information from any persons or entities referenced or used as references, or from persons or entities having knowledge of the proposer's experience, abilities, past performance, integrity, financial status or any other definitive characteristics.

- 5.3.3 The submission of an proposal shall constitute an express authorization by the firm to the University to obtain all information it deems pertinent.
- 5.4 Selection: Proposals will be evaluated in conjunction with the anticipated needs of the University and the information provided by the proposers as well as any information obtained in follow up from references, persons, or other sources identified by the proposer or otherwise known to the University. A committee will review the materials provided and at its sole discretion determine the final selection.
- 5.5 Notification: All participants will be notified of the status of their proposal as soon as practical after determination by email. Successful firms will be issued a Letter of Intent to Award by the University.
- 5.6 Contract: A draft of the Purchasing Agreement is included with this RFP (Appendix D). The University reserves the right to modify the agreement or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the agreement and any modifications that the University deems necessary to it without exception. Exceptions to the agreement submitted by the Firm at any time will not be considered.
- 5.7 The University reserves the right to make multiple awards as a result of this RFP if it is deemed by the University to be in the best interest of the University.

6.0 Instructions to Bidders

6.1 RFP Schedule

RFP SCHEDULE	DUE DATES*
RFP Issue/Release	2/27/2020
Written Inquiries from Participants	3/12/2020
Responses to Inquiries	3/17/2020
Submittal Due Date & Time	3/26/2020 at 2:00 pm
Anticipated Award Date	August 2020
*Subject to change as deemed necessary by the University.	

- 6.2 Point of Contact: All communications and/or inquiries regarding this RFP **must** be directed to the contact person identified below. All questions must be submitted in writing using the Procurement Professional's email address no later than Deadline for Written Inquiries date listed above in Section 6.1.

Kathleen Kearney
Research Category Manager
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
E-mail: kathleen.kearney@uconn.edu

Include in the subject line: **RFP – Digital Assessment and Evaluation Software**






6.3 Communications

- 6.3.1 Upon formal issuance of a RFP, the University and Applicant(s) will cease all informal communications relevant to the RFP and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Applicant(s), all other Applicants have been notified as to their RFP status, or when the University formally rejects all responses and cancels the RFP process. Failure to adhere this provision may result in an Applicant being declared ineligible, response rejection, or RFP cancellation. The University will not respond to any request for clarification received after the Deadline for Written Inquiries, as noted in Section 6.1, has expired.
- 6.3.2 Under no circumstances, may any applicant or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 6.2. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in the applicant being considered as non-compliant and ineligible for award.

- 6.4 Addenda: Addenda are issued in response to questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at <http://purchasing.uconn.edu/bid-opportunities/> and the State of Connecticut Department of Administrative Services' Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The Applicant is solely responsible to obtain/retrieve addenda from either website. Failure of an Applicant to retrieve any addendum shall not relieve the Applicant of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Applicant and returned with the response. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response.

7.0 Submission Instructions

- 7.1 RFP Due Date and Time: Responses are due on **Thursday, March 26, 2020 at 2:00pm (local time)**. Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.
- 7.2 Deliver to Address:
- Kathleen Kearney
Research Category Manager
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
- 7.3 Sealed Responses: Responses must be submitted, in a media format as identified below in Section 7.4, in a SEALED envelope or carton, clearly marked with the RFP number and the name and address of the Applicant.
- 7.4 Response Media: Enclose an electronic version of all required documentation as outlined below, compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xls) on a USB flash drive. Include one original hardcopy of the Statement of Qualifications.
- 7.5 Response Submittal Format: Provide a proposal formatted as a PDF which is clearly bookmarked in accordance with the designations below. (Note: Some documentation are to be submitted in WORD or EXEL formats as indicated)
- 7.5.1 FORM OF PROPOSAL: (See Section 8.0)

- 7.5.2 Executive Summary: Provide a summary of the important points of the proposal and key benefits of being selected as the Contractor.
- 7.5.3 Exhibits
- 7.5.3.1 Exhibit 1 – Software Capabilities per Section 4.1
 - 7.5.3.2 Exhibit 2 – Experience and Capabilities per Section 4.2
 - 7.5.3.3 Exhibit 3 – Service Capabilities per Section 4.3
 - 7.5.3.4 Exhibit 4 – Future Software and Services per Section 4.4
 - 7.5.3.5 Exhibit 5 – Cloud Data Security per Section 4.5
 - 7.5.3.6 Exhibit 6 – Case Studies per Section 4.6
 - 7.5.3.7 Exhibit 7 – Options for no-cost product, etc. per Section 4.8.6
- 7.5.4 Appendices
- 7.5.4.1 Appendix A – Scope of Work Matrix
 - 7.5.4.2 Appendix B – Price Matrix
 - 7.5.4.3 Appendix C – Company Profile
 - 7.5.4.4 Appendix D – Sample Agreement
 - 7.5.4.5 Appendix E – References
 - 7.5.4.6 Appendix F – **Not Applicable**
 - 7.5.4.7 Appendix G – CCPG
- 7.5.5 Required Forms:
- 7.5.5.1 Form 1 Gift and Campaign Certification  [Form 1 Adobe.pdf](#)
 - 7.5.5.2 Form 5 Consulting Agreement Affidavit  [Form 5 Adobe.pdf](#)
 - 7.5.5.3 Form 6 Affirmation of State Ethics Laws Summary  [Form 6 Adobe.pdf](#)
 - 7.5.5.4 Form 7 Iran Certification  [Form 7 Adobe.pdf](#)
 - 7.5.5.5 Non-Discrimination Certification (**Use Form C**)
<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>
 - 7.5.5.6 Bidder Contract Compliance Monitoring Report
 [Notification to Bidders/Contract Compliance Monitoring Report](#)
 - 7.5.5.7 SEEC FORM 10 Acknowledgement of Receipt
[SEEC FORM 10 Acknowledgement of Receipt](#)
 - 7.5.5.8 CT Economic Impact Form [Connecticut Economic Impact Form](#)
 - 7.5.5.9 Anti-Collusion Affidavit (See Attachment 2)

8.0 Form of Proposal

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

March 26, 2020

1. The undersigned proposer, in response to our Request for Proposal for a Digital Assessment and Evaluation Software and Related Services, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:

_____ Addendum #1

_____ addendum #2

_____ addendum #3

_____ addendum #4

These spaces may be left blank if no addenda were issued.

3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.

5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

6. Proposer agrees that the response to this bid is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. Is proposer **currently** a State of Connecticut Small Business Enterprise and **certified** with DAS?

Yes () If yes, a Copy of the Certificate must be attached to your proposal

No ()

8. Payment Terms: _____

9. Representative:

Name: _____

Telephone: _____

Email: _____

Years of Experience: _____

Signed this _____ day of _____, 20_____

Firm Name: _____

Address: _____

F.E.I.N. # _____

Authorized Signature _____

Print Name/Title: _____

Attachment 1

Confidentiality Specifications

These specifications serve to document agreed upon requirements regarding the duty to safeguard Data and Intellectual Property that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
 - a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by, Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.
 - b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by

Attachment 1

Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
- d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. **BREACH OF CONFIDENTIALITY.**

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

- a) Contractor shall immediately, but no more than twenty-four (24) hours, notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by University, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
- b) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Agreement, Contractor shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:

- Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744

Attachment 1

- Associate Vice President / Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-5256 Fax: (860) 486-4527
5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.
6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under *the University's Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:
- Associate Vice President / Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-5256 Fax: (860) 486-4527

Attachment 2

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT)
) **ss.:**
COUNTY OF _____)

_____, being first duly sworn, deposes and says:

(Type or print name)
that he or she is the _____ of
(Type or print title)

_____, who submits herewith
(Type or print name of company/firm)

to the _____ attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: _____

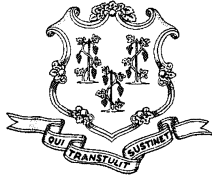
Title: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

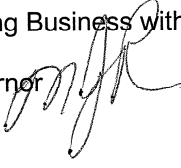
Attachment 3



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.