



# **SALVE REGINA UNIVERSITY**

## **REQUEST FOR PROPOSAL Simulation Recording and Cameras**

**PROPOSAL DUE DATE: August 2, 2024  
PROPOSAL DUE TIME: 11:30am EST**

---

**Salve Regina University  
100 Ochre Point Ave  
Newport, RI 02840**



## **INTRODUCTION**

---

Salve Regina University, herein after referred to as the "University," invites qualified and experienced vendors to submit their proposals for the procurement of a health and wellness mobile unit. This Request for Proposal (“RFP”) outlines the requirements and specifications for the health and wellness mobile unit and the associated training and installation of services.

From our cornerstone mercy mission to the classic ideals of our liberal arts approach, tradition matters at Salve Regina. It’s woven throughout our 80-acre campus, embedded in our historic buildings, and infused in the culture of Newport, Rhode Island.

Tradition at Salve Regina means we remember where we began. Since our founding by the Sisters of Mercy in 1934, we have grown to a community of more than 2,800 undergraduate and graduate students who proudly carry forward our mission in their personal and professional lives. Fully accredited by the New England Commission of Higher Education, we are committed to fueling the imagination and encouraging the academic ambitions of our bright and curious students.



## **PROJECT OVERVIEW**

---

**Project Name: Simulation Support Software - Recording Features, A/V Equipment and Cameras**

**Project Location: O’Hare Academic Center Ochre Point Ave Newport RI**

**Project Duration: July 2024 – January 2025**

### **Scope of Work and Funding**

In 2023, Salve Regina was awarded funding through the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) Award Number 6 CE1HS52392-01-02. The award’s purpose is directed towards the development and implementation of a public health and wellness education vehicle, installation of clinical simulation equipment, and implementation of technology and training equipment. The award will enable the University to invest in the health and wellness infrastructure needed to deliver education on health and wellness preventative screenings to improve the overall health of vulnerable populations and increase access to care. Additionally, it will provide simulation training equipment and technology needed to improve the preparation of nursing students to matriculate to work in the medical healthcare sector.

Total funding under the award is \$1,950,000, *however only a portion of this amount will be allocated to this specific request as the project includes multiple facets*. If a contract is awarded under this request, it will be funded through this award. Any awarded contract will be subject to the availability of funding and shall be terminated immediately if funding budgeted for the contract is withdrawn, limited or impaired.

Any awarded contract will be a “requirements” contract for the goods and services specified and effective for the period stated. Any quantities stated are estimates only and are not guaranteed to be purchased under any awarded contract.

The selected vendor is expected to provide the following information for this request for the Health & Wellness Mobile Unit. We encourage potential vendors to consider bids on any or all content of this document.



**REQUIRED QUALIFICATIONS**

Vendors interested in responding to this solicitation must demonstrate their ability to successfully provide the required service outlined in the scope of work contained herein. Only proposals from qualified vendors meeting the requirements below shall be considered for an agreement.



**CALENDAR OF EVENTS\***

Issue RFP	June 28, 2024
Deadline for Written Questions	July 18, 2024
University Responses to Questions	July 30, 2024
<b>Proposal Submittal Deadline, 11:30 a.m. EST</b>	August 2, 2024
Estimated Notification of Selection	August 27, 2024
Estimated AGREEMENT date	September 30, 2024

\*\*Dates indicated above are subject to change at the sole discretion of SALVE REGINA UNIVERSITY and unless otherwise, noted deadline is 4:30 p.m. EST.



## OUTLINE OF REQUEST FOR PROPOSAL

Point of Contact	5
Scope of Work	5
Proposal Submission Requirements	6
Quality and Workmanship	8
Evaluation Criteria	9
Project Timeline	10
Checklist of Items to be Returned	10
Proposal, Submission and Questions	11
Appendix A	13
Terms and Conditions	18
Execution of Offer	23



## **POINT OF CONTACT**

---

Questions and correspondence regarding this solicitation shall be directed to the primary SALVE REGINA UNIVERSITY contact for this solicitation:

**Samantha Angel**  
**purchasing@salve.edu**

**All questions and written communications** regarding this solicitation shall be submitted in writing (e-mail is acceptable) to point of contact above. The questions will be researched, and answers will be communicated to all known interested vendors.



## **SCOPE OF WORK**

---

The scope of this project includes all design, construction, equipment, training, and delivery of Simulation Support Software - Recording Features, A/V equipment and Cameras. The completed simulation software, A/V equipment and cameras shall meet all applicable documents, publications, and standards in effect at the time of manufacture.

The University has identified Simulation Support Software - Recording Features, A/V and Cameras for a fully equipped and functional simulation lab listed in, but not limited to items below:

Items/Features Requested:

- Recordings in 7 rooms
- Supports current equipment
- Options to upgrade
- Supports existing mannequin laptops
- Supports Salve's scenario cloud case studies
- Supports debriefing functions
- Complies with industry standards and simultaneous recordings
- Complies with standards for CCNE and AACN Essentials
- Adaptive and innovative support
- All components shall be new
- Simulation Software = Recording Features, A/V Equipment and Cameras Subscription
- Necessary nodes for conductivity, cloud-based storage, access, support, maintenance and warranty. Recordings to run simultaneously when possible for student OSCE assessment
- The software should engage students actively in the learning process. Preferred features include: decision-making scenarios, patient feedback, and debriefing tools
- Prefer customizable scenarios, virtual patients with varying conditions, and integration with electronic health records (EHR) systems

- Software must simulate realistic nursing scenarios, including patient interactions, medical procedures, and emergency situations
- User-friendliness is crucial for both educators and students. Software must interface for intuitiveness and ease of navigation
- Software needs to support recording in multiple spaces at the same time, including a simultaneous recording. Recordings need to retain footage for certain periods of time
- Standard audio package
- PTZ camera package
- Fixed camera package
- Paging Speaker Package for Ceiling Mount Installation
- Software Paging License
- Software Paging USB headset
- Ability to integrate with other healthcare equipment and third-party applications commonly used in commercial environments
- Software required to support the creation of specialized simulations for specific nursing specialties or advanced procedures
- Compatibility required with existing learning management systems (LMS), EHR systems, and other educational technologies commonly used in nursing education
- Security features required to include security of data and recordings
- Software must comply with industry standards and regulations for healthcare simulation, such as those set forth by accrediting bodies or professional organizations
- Minimum of 3 references required



## **PROPOSAL SUBMISSION REQUIRMENTS**

This Request for Proposal represents the requirements for an open and competitive process. **Proposals are required to be submitted on or before 11:30 a.m. EST, Friday, August 2, 2024.** Any proposal received after this date and time will not be considered. An official agent or representative of the company **must sign all proposals by submitting a cover letter**. The cover letter must also include the primary contact's name, phone number, and email.

To be considered, all proposals must be completed and submitted following these instructions and utilizing the Cost Proposal Worksheet which is provided to all confirmed participants. Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

The costs must be all-inclusive. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Any proposals which call for outsourcing or contracting work must include the name and description of the organizations being contracted.

### **Cost requirements for proposal submission**

Simulation Support Software - Recording Features, A/V Equipment and Cameras – See Scope of Work above for detail specifications. Additionally, **provide detailed scaled drawings, and floor plans** that you propose.

**Warranties** – All vendor and manufacturer warranty information for the Simulation Support Software - Recording Features, A/V Equipment and Cameras must be provided with recommended annual maintenance schedules.

The Simulation Support Software - Recording Features, A/V and Cameras must be fully warranted from date of delivery for at least the term of the original manufacturer’s warranty including the following minimum warranty terms.

The Vendor should also provide any long-term support plans after the warranty period. Vendors should also provide options and related cost for any extended warranty offered. The Vendor must provide comprehensive documentation including system and equipment manuals.

**Design and Consultation** – The Vendor must include a Project Manager to oversee the procurement of equipment and installation of equipment and technology needs within the simulation lab and coordinate the delivery of the equipment to the University.

**Training and Education** – The Vendor must include appropriate staffing resources onsite at the University’s premises to provide University staff with education and training of all aspects of the Simulation Support Software - Recording Features, A/V Equipment and Cameras. Training will occur in increments taking into consideration University staff schedules. Vendor will be available for phone or online consultation for questions after delivery.

**Vendor Qualifications** – The Vendor must provide the following items as part of their proposal for consideration: Simulation Support Software - Recording Features, A/V Equipment and Cameras.

If any proposals call for outsourcing or contracting work, provide the name and description of the organizations being contracted along with 3 references and a detailed description of the work being performed.

### ***Exceptions***

Submit any and all exceptions to this solicitation on separate pages. Each exception shall reference the RFP section number, and briefly explain the reason for taking exception as appropriate. Vendor should note that the submittal of an exception does not obligate Salve Regina University to revise the terms of the RFP or agreement.

### ***Appendix***

Appendices may provide any additional information believed to be applicable to this proposal package; include such information in an Appendix section.



## **EVALUATION CRITERIA**

---

SALVE REGINA UNIVERSITY will award this contract based on the most responsible and responsive proposal received. Price is important, but price alone will not be the sole determination for an award. The determination for the award is the responsibility of SALVE REGINA UNIVERSITY personnel. Issues such as conformance to the specifications contained herein, reference feedback, experience at similar projects, length of time in business, the quality of equipment and technology proposed, design details, warranty, and many other factors including price will be evaluated. SALVE REGINA UNIVERSITY reserves the exclusive right to reject, for any reason at its sole discretion, the proposal of any vendor. By signing your RFP response proposal, you agree to the award criteria and process stated in this paragraph.

SALVE REGINA UNIVERSITY will evaluate all proposals based on the following criteria. To ensure consideration for the RFP, your proposal should be complete and include the following:

- Overall Proposal Suitability: Proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- Value and Cost: Bidders will be evaluated on the cost of their solution(s) based on the equipment produced and work to be performed in accordance with the scope of this project.
- Production Time and Delivery Date: Proposals will be evaluated based on the respondent's production time and the proposed delivery date.



## **PROJECT TIMELINE**

---

If additional information or discussions are needed with any vendor during the evaluation period, the vendor(s) will be notified.

Vendor selection is estimated to be completed by **August 27, 2024**, and all participating vendors will be notified immediately thereafter. Salve Regina University reserves the right to extend timelines if deemed necessary.

Final contract terms and conditions will be negotiated with the selected vendor. All contractual terms and conditions will be subject to review by SALVE REGINA UNIVERSITY.

**Equipment and Technology Timeline**: The timeline/schedule for the installation phase of the project is negotiable, but desired implementation completion date is December 2024 **or your earliest date thereafter but no later than January 2025**.

SALVE REGINA UNIVERSITY reserves the right to waive irregularities and to reject any or all bids. SALVE REGINA UNIVERSITY also reserves the right to negotiate with the selected vendor in the event the price exceeds available funds.

SALVE REGINA UNIVERSITY may consider informal any bid not prepared and/or not submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered.





## **CHECKLIST OF ITEMS TO BE RETURNED**

To be considered all proposals must be complete. Vendors may also submit any additional documentation they would like to support their proposal. Proposals not conforming to these requirements will not be considered.

### **Due on or before 11:30 a.m. EST on August 2, 2024:**

- Cover Letter signed by an authorized company representative with respondent contact information
- Detailed Proposal addressing the specific items included in the Scope of Work above
- Scaled Drawings depicting the submitted proposal illustrating the layout and floorplans.
- Overview of end-to-end project timeline and major steps/ checkpoints with the estimated delivery and implementation completion dates specified
- Warranty and Maintenance Information
- Training Provided
- List of any subcontractors and scope of work proposed (with references)
- Simulation Software = Recording Features, A/V Equipment and Cameras Subscription



## **PROPOSAL SUBMISSION AND QUESTIONS**

This RFP is available to interested parties through Salve Regina University. All requests for information concerning this RFP should be directed to the contact office designated below in e-mail format.

Responses to this RFP are due by **11:30 a.m. EST on August 2, 2024**. The complete proposal must be emailed to:

**Samantha Angel**  
**[purchasing@salve.edu](mailto:purchasing@salve.edu)**

Questions, interpretations, or clarifications concerning this RFP shall be submitted in writing (E-mail is acceptable) and directed to: [purchasing@salve.edu](mailto:purchasing@salve.edu) no later than **July 19, 2024**.

The selected proposer will enter into negotiations with SALVE REGINA UNIVERSITY regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected proposer within a reasonable time, SALVE REGINA UNIVERSITY may reject that proposer and commence negotiations with one or more other proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Salve Regina University reserves the right to terminate this solicitation prior to entering into any agreement with any qualified firm pursuant to this Request for Proposal, and by responding hereto, no firms are vested with any rights in any way whatsoever.

Salve Regina University reserves the right to reject any or all proposals for not complying with the terms of this RFP.



**APPENDIX A**

---

**SALVE REGINA UNIVERSITY  
COST PROPOSAL**

All cost proposals must include the following at a minimum. However, vendors may include a more detailed cost proposal:

<b>Equipment Information</b>	
Brand and Model:	
Model Year:	
<b>Cost Details:</b>	
Equipment cost/unit and number of units	\$
Labor cost/unit and number of units	\$
Installation cost/unit and number of units	\$
Training cost/unit and number of units	\$
Maintenance cost	\$
Warranty cost	\$
Extended warranty cost	\$
Other cost – please specify unit \$/number of units	\$
	\$
<b>Total Base Bid (Not to exceed)</b>	<b>\$</b>

**Cost Proposal Certification**

Bid is firm for \_\_\_\_\_days (120 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name:	
Representative Signature:	
Representative Title:	



## **TERMS AND CONDITIONS**

---

The terms and conditions contained in this section or, in the sole discretion of SALVE REGINA UNIVERSITY, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP. As indicated in the criteria for selection of this RFP, anytime the **awarded proposer** is cited will henceforth be referred to as the “**Contractor**” or “**Proposer**”.

This RFP constitutes an invitation to make proposals to SALVE REGINA UNIVERSITY. Accordingly, this RFP does not commit SALVE REGINA UNIVERSITY to award a contract, or to procure, or to contract for services or supplies.

Notwithstanding any other provisions of this RFP, SALVE REGINA UNIVERSITY reserves the right to award this contract to the Proposer(s) that best meets the requirements of the RFP, and not necessarily to the lowest Proposer. SALVE REGINA UNIVERSITY reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of SALVE REGINA UNIVERSITY to do so. SALVE REGINA UNIVERSITY reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:

1. Contractor certifies that the individual or business entity named in this Agreement has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
2. SALVE REGINA UNIVERSITY reserves the right to determine whether to interview some or all of the Proposers, and to conduct such interviews privately.
3. SALVE REGINA UNIVERSITY reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies SALVE REGINA UNIVERSITY’s overall interests.
4. SALVE REGINA UNIVERSITY reserves the right to select the proposal it believes to be most beneficial to SALVE REGINA UNIVERSITY. SALVE REGINA UNIVERSITY’s decision-making and selection process will be discretionary and will be based on a variety of factors within its evaluation criteria.
5. SALVE REGINA UNIVERSITY reserves the right to waive or extend deadlines.
6. SALVE REGINA UNIVERSITY reserves the right to accept proposals in whole or in part.
7. SALVE REGINA UNIVERSITY reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals.

8. SALVE REGINA UNIVERSITY reserves the right to request additional information from any Proposer.
9. SALVE REGINA UNIVERSITY reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.
10. SALVE REGINA UNIVERSITY reserves the right to supplement, amend or otherwise modify this RFP.
11. SALVE REGINA UNIVERSITY reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
12. SALVE REGINA UNIVERSITY reserves the right to negotiate with any Proposer, or with all or none of the Proposers.
13. SALVE REGINA UNIVERSITY reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
14. SALVE REGINA UNIVERSITY reserves the right to award to one or more proposers.
15. Preparation of a response to this RFP will be at the sole cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from SALVE REGINA UNIVERSITY for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.
16. Each submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
17. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:  
  
SALVE REGINA UNIVERSITY  
Attn: Samantha Angel  
Procurement Operations  
100 Ochre Point Ave  
Newport, RI 02871
18. Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
19. Alternative approaches and/or methods to accomplish the desired results of this

procurement are solicited. However, proposals that materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.

20. Proposals are considered to be irrevocable for a period of not less than 120 days following the date for submission of proposals.
21. All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
22. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposers should also provide a description of the portion of the scope of work for which each of these professionals will be responsible.
23. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of SALVE REGINA UNIVERSITY.
24. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Proposers are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by SALVE REGINA UNIVERSITY, which may use any such materials and ideas.
25. Newport County, Rhode Island, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Salve Regina University.
26. At any time during the term of this Agreement and for a period of seven (7) years thereafter SALVE REGINA UNIVERSITY or a duly authorized audit representative of SALVE REGINA UNIVERSITY at its expense and at reasonable times, reserves the right to audit the Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by SALVE REGINA UNIVERSITY reveals any errors/overpayments by SALVE REGINA UNIVERSITY, the Contractor shall refund SALVE REGINA UNIVERSITY the full amount of such overpayments within thirty (30) days of such audit findings, or SALVE REGINA UNIVERSITY, at its option, reserves the right to deduct such amounts owing SALVE REGINA UNIVERSITY from any payments due to the Contractor.
27. Proposer, consistent with its status as an independent contractor, will carry at least the following insurance in the form, with the companies and in the amounts (unless otherwise specified) as SALVE REGINA UNIVERSITY may require:
  - a. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limit of not less than One Million Dollars (\$1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;

- b. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insureds and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) per occurrence on an occurrence basis;
- c. Commercial Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage;

28. Contractor will deliver to SALVE REGINA UNIVERSITY:

- a. Evidence satisfactory to SALVE REGINA UNIVERSITY in its sole discretion, evidencing the existence of all the insurance promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of this Agreement; and
- b. Additional evidence, satisfactory to SALVE REGINA UNIVERSITY in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, SALVE REGINA UNIVERSITY will have the right to make the payments and set-off the amount thereof against the next payment coming due to the Contractor under this Agreement. Such insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect SALVE REGINA UNIVERSITY as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to SALVE REGINA UNIVERSITY, giving SALVE REGINA UNIVERSITY the right to pay the premium to maintain coverage.

29. The insurance policies required in this Agreement will be kept in force for the periods specified below:

- a. Commercial General Liability Insurance, and
- b. Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by SALVE REGINA UNIVERSITY in writing.

30. Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of SALVE REGINA UNIVERSITY or the name of any SALVE REGINA UNIVERSITY employee or referring to the Agreement or the engagement of Contractor as an independent contractor of SALVE REGINA UNIVERSITY, or the purchase of goods or services by SALVE REGINA UNIVERSITY, without the prior written approval of SALVE REGINA UNIVERSITY. Requests for prior written

approval of any such releases, public statements, advertisements or other promotional materials must be directed to SALVE REGINA UNIVERSITY's Manager of Public Relations and Marketing.

31. Contractor agrees that at all times its employees, agents and permitted subcontractors (if any) will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.
32. Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
33. If this Agreement requires Contractor's presence on SALVE REGINA UNIVERSITY's premises or in SALVE REGINA UNIVERSITY's facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable SALVE REGINA UNIVERSITY's rules and policies, including, without limitation, those relative to privacy, personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
34. Proposer confirms that neither Proposer nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Proposer shall provide immediate written notification to SALVE REGINA UNIVERSITY if, at any time prior to award, proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when SALVE REGINA UNIVERSITY executes this Agreement. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to the other remedies available to SALVE REGINA UNIVERSITY, SALVE REGINA UNIVERSITY may terminate this Agreement for default by Proposer.
35. To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by SALVE REGINA UNIVERSITY, and hold harmless SALVE REGINA UNIVERSITY and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively "indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees), and other claims of any nature, kind, or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from Contractor's performance under this agreement and that are caused in whole or in part by any negligent act, negligent omission or willful



misconduct of Contractor, anyone directly employed by contractor or anyone for whose acts Contractor may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity.

In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by SALVE REGINA UNIVERSITY, and hold harmless indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, SALVE REGINA UNIVERSITY will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, SALVE REGINA UNIVERSITY agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

36. Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances whether or not explicitly stated.



## **EXECUTION OF OFFER**

By Proposer signature provided with submission of bid, Proposer represents and warrants the following:

Proposer acknowledges and agrees that (1) this RFP is a solicitation of a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to the RFP will not create a contract between SALVE REGINA UNIVERSITY and Proposer; (3) SALVE REGINA UNIVERSITY has made no representation or warranty, written or oral, that one or more contracts with SALVE REGINA UNIVERSITY will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations, and ordinances.

Proposer understands the requirements and specifications set forth in this RFP.

If selected by SALVE REGINA UNIVERSITY, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

If selected by SALVE REGINA UNIVERSITY, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that SALVE REGINA UNIVERSITY will rely on such statements, information and representation in selecting the Contractor. If selected by SALVE REGINA UNIVERSITY, Proposer will notify SALVE REGINA UNIVERSITY immediately of any material change in any matter with regards to which Proposer has made a statement or representation or provided information.

Proposer will defend, indemnify, and hold harmless SALVE REGINA UNIVERSITY and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, cost (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

By signature, Proposer offers and agrees to furnish the Services to SALVE REGINA UNIVERSITY and comply with all terms, conditions, and requirements and specifications set forth in the RFP and is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time SALVE REGINA UNIVERSITY makes an award or enters into any contract or agreement with Proposer.