University of Connecticut

REQUEST FOR PROPOSAL

Prime Vendor for Grocery Items
For the Convenience Stores

RFP# KA061808
Issue Date:  6/18/2008

Mandatory Pre-Proposal Conference:
Wednesday, July 2, 2008 @ 10:00 AM

Proposal Due Date:
Wednesday, July 16, 2008 @ 2:00 PM

Issued by:  
Kristin Allen  
University of Connecticut  
3 No. Hillside Road, Unit 6076  
Storrs, CT  06269-6076  
Email: kristin.allen@uconn.edu  
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Attachments:
- OPM Ethics Form 1 “Gift and Campaign Contribution Certification”
- OPM Ethics Form 5 “Consulting Agreement Affidavit”
- Non-Discrimination Certification (Corporate or other business entity)
- Non-Discrimination Certification (Individual Contractor)
Section 1
Overview and Demographics

Overview:
The University of Connecticut (hereinafter referred to as “the University”) is seeking proposals from experienced and qualified vendors to act in the capacity of a “Grocery Vendor” to supply the University with grocery retail packaged food and supply items on an as needed basis.

In soliciting proposals, it is the University’s intent to establish a “Prime Vendor” contract. The primary objective of this endeavor is to improve services, expedite deliveries, streamline paperwork, reduce administrative costs and contain Convenience store costs. To achieve these goals it will also be necessary to maintain continuity of supply for its Convenience store service needs as changing brands could potentially introduce unnecessary hardships on our student, faculty and staff customers thereby jeopardizing the integrity of University programs. Therefore the successful respondent must be both capable and willing to purchase the brands as specified from a third party producer if requested by the University. It should be noted that any contract resulting from this solicitation will not be an exclusive contract however the University prefers to award to one supplier. The University will reserve the right to utilize secondary suppliers if the University determines that doing so would be in the University’s best interest. The University will reserve the right to make multiple awards if the evaluation committee determines it to be in the best interest of the University.

The University of Connecticut’s Department of Dining Services is located in Storrs, CT. Initially deliveries will be required for up to 3 campus locations. The primary location is the Union Central Exchange with a loading platform located at the Student Union, 2110 Hillside Road, Storrs, CT. This Convenience Store opened in January of 2008. This store is in a high traffic area. Another store located at Putnam Refectory, 2589 Alumni Drive opened shortly. A third store is scheduled to open during the academic year 2008/2009. It will be located at the Charter Oaks Complex, 916 Tower Court.

This Request for Proposal is part of a competitive procurement process, which helps to serve the best interests of the University of Connecticut. The Request for Proposal format is being used in this request rather than the “Request for Quotation”. The “Request for Quotation” (bid) format is used when goods or services being procured can be precisely described. Price is generally the determining factor in the award. With a Request for Proposal, price may or may not be the determining factor. The award made to the vendor whose proposal is determined to be the most advantageous to the University of Connecticut taking into consideration the evaluation factors set forth in the Request for Proposal.

The University of Connecticut, Department of Dining Services provides meals to approximately 11,000 resident students, seven (7) days a week. Facilities include eight (8) dining hall locations around the perimeter of the campus. There are also six (6) retail coffee shops throughout campus, a Food Court and a full service restaurant located in the Student Union as well as three on site catering locations. During the school year, approximately 115,000 meals are served weekly for an annual total of approximately 3.5 million meals.

It is anticipated that the total products purchased will be approximately $100,000 per year. Deliveries are required once or twice weekly or as needed Monday through Friday each week (Saturday upon request) when the University is in session and possibly less when summer school is in session and between terms.

Demographics:
The University of Connecticut is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford. Total enrollment at all campuses is approximately 23,419 students. The Storrs campus has an enrollment of approximately 16,681 undergraduates and graduate students including a resident population of approximately 11,000 students.

There are approximately 5,872 full and part-time faculty and staff.
Section 2
Definitions

2.0 "Campus" means University of Connecticut Storrs Campus, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut, or which may be acquired or constructed during the term of the anticipated Convenience Store Grocery Vendor Contract and which are operated by, or directly in conjunction with, the University.

2.1 The word "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 satellite campuses.

2.2 "Supplier", “Contractor”, “Vendor” and "Respondent" refer to a Company responding to this Proposal.

2.3 “C-Store” means Convenience Store.
Section 3
Scope

3.0 **Scope:** The University of Connecticut is seeking proposals from qualified suppliers to provide the University with a Convenience Store Grocery Vendor at its main campus in Storrs, Connecticut.

3.0.1 We are requesting that each respondent provide a plan to support its proposal, as discussed in greater detail in the following pages.

3.0.2 The expectations and rights of each party should be anticipated, identified and reviewed at the outset and throughout the Convenience Store Grocery Vendor Contract to create and continue a positive, productive and lasting relationship.

3.1 **General:** The University anticipates a Convenience Store Grocery Vendor Contract which is expressly conditioned upon the performance of the Convenience Store Grocery Vendor supplier's obligations and commitments as identified in the anticipated contract.

3.3 **Value:** This is a startup operation and there are no historical sales figures however it is anticipated approximately $100,000.00 will be expended annually.

3.4 **Term of Contract:** The University plans to award a contract from this RFP for an anticipated overall period of five (5) years. The initial term of the Contract will be for one (1) year, with an option for the University to extend the Contract for four (4) additional one (1) year terms or parts thereof for a total term of five (5) years.

3.5 **Service Commencement:** The service commencement date shall be mid-August, 2008.

3.6 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

3.6.1 The anticipated Convenience Store Grocery Vendor Contract will be, in form and substance, consistent with applicable University policy, regulation, and State of Connecticut statutes and regulations regarding the creation and execution of such Contract. The failure of any respondent to receive or examine any contract, document, form, and addendum or to visit the sites and acquaint itself with conditions there-existing will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Convenience Store Grocery Vendor Program Contract.

3.7 **Specifications:** The RFP including specifications in Section 5 must be responded to on a point by point basis so the University can evaluate how the respondent plans to meet these requirements. Respondents must use the RFP numbering scheme in their response to allow for efficient evaluation. See 3.10.3 for additional details.

3.8 **Estimated Timetable:** The following schedule will apply to this RFP.

- **Release of RFP**
  - June 18, 2008
- **Mandatory Pre-proposal Conference**
  - **July 2, 2008 @ 10:00 AM**
- **Closing Date for Inquiries**
  - July 11, 2008
- **Submission of RFP due**
  - **July 16, 2008 @ 2:00 PM**
- **Anticipated Award Date**
  - August 18, 2008
3.9 **Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Kristin Allen  
University of Connecticut  
Purchasing Department  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076  
Email: kristin.allen@uconn.edu  
Fax: (860) 486-5051

3.10 **Submission Format:** The following process so described is intended to ensure that all Respondents have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

3.10.1 An original and five (5) copies of the proposal must be submitted in a sealed envelope to the address below. The sealed parcel shall further be identified with the name and address of the bidder and the designation “RFP# KA061808 – Convenience Store Grocery Vendor Proposal”

University of Connecticut  
Purchasing Department  
Attention: Kristin Allen  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076

On or before 2:00 p.m.  
**Wednesday, July 16, 2008**

*Any RFP proposal received after that date and time will not be considered and will be returned to the sender unopened.*

3.10.2 Proposals should be presented in a format that can easily be incorporated into a contract between the respondent and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.

3.10.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

3.10.4 Pricing will be indicated on the Market Basket.

3.10.5 All required signatures must be affixed where applicable.

3.10.6 Each proposal must include the following or shall be deemed non-compliant:

3.10.6.1 An original and five (5) copies of the complete proposal response;

3.10.6.2 An exact copy of the "Form of Proposal" inclusive of the Market Basket included herein;
3.10.6.3 A comprehensive point-by-point response to all items listed herein, where applicable;

3.10.6.4 A completed "Bidder Contract Compliance Monitoring Report" in Section 9;

3.10.6.5 Signature Authorization Documentation as discussed in Section 4.6;

3.10.6.6 Minimum of five (5) references – including email addresses in Section 6;

3.10.6.7 All applicable mandatory Affidavits as discussed in Section 4.35.

3.10.6.8 Signed, original Non-Discrimination Certification.

At the specified time stated in 3.10.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

3.10.7 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

3.11 Pre-Proposal Conference/Site Visit: A mandatory pre-proposal conference and site visit will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers as required clarifying terms, conditions or specifications of the Request for Proposal and a walking tour of a selected number of locations after the conference.

**Date/Time:** Wednesday, July 2, 2008 @ 10:00 AM

**Location:** University of Connecticut, Purchasing Department

2nd Floor Bid Room

3 North Hillside Road, Storrs, Connecticut

Respondents must contact the Purchasing Agent below by email or fax no later than Tuesday, July 1, 2008 by 4:00 PM to attend the conference and be included in the tour:

Kristin Allen

University of Connecticut

Purchasing Department

3 North Hillside Road, Unit 6076

Storrs, CT 06269-6076

Email: kristin.allen@uconn.edu

Fax: (860) 486-5051

3.12 Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent's overall qualifications.
3.13 **Completed RFP's**: Each Respondent must respond to, and be capable of, supplying all services outlined in the RFP specification.

3.14 **Addenda to the RFP**: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective respondents who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each respondent, and the failure of a respondent to acknowledge any addendum shall not relieve the respondent of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response.
The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Respondents are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

4.0 Each firm, by submitting a proposal, represents that the firm has:

4.0.1 Read and completely understands the RFP documents and attachments thereto.

4.0.2 Is familiar with the conditions under which services would be provided, including availability and cost of goods and labor.

4.0.3 Understands and agrees that all proposals must conform to the instructions and conditions contained herein to receive consideration.

4.1 Receipt of Proposals:

4.1.1 The University will receive proposals at the Purchasing Department, 3 North Hillside Road Unit 6076, Storrs, CT 06269-6076, until Wednesday, July 16, 2008 @ 2:00 PM.

4.1.2 Any proposal received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.

4.1.3 Each respondent shall be solely responsible for the delivery of their proposal to the University at the place and before the times as specified above.

4.1.4 Unless otherwise noted elsewhere in this document, all material submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the respondent.

4.1.5 The University reserves the right to reject any or all proposals received. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected respondent exist or after the University has rejected all proposals.

4.1.6 A respondent shall promptly notify the University of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.

4.2 Preparation of Proposals:

4.2.1 Proposals shall include an exact copy of the “Form of Proposal”. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.

4.2.2 Respondents shall provide a written, itemized list of any exceptions to this RFP.

4.2.3 Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the
respondent. The name of each person signing the proposal shall be typed or printed below the signature.

4.2.4 All erasures or corrections shall be initialed by the person(s) signing the proposal.

4.2.5 The terms and provisions of this RFP and any contract(s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.

4.2.6 A respondent requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least eight (8) days prior to the date for receipt of proposals to:

Kristin Allen
University of Connecticut
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Email: kristin.allen@uconn.edu
Fax: (860) 486-5051

4.2.7 Any interpretation, correction, or change of this RFP shall be made by written addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections, or changes. Any changes or corrections shall be issued by the University Purchasing Department.

4.2.8 Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP. No addenda shall be issued later than ten (10) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the RFP.

4.3 Format of Proposal:

4.3.1 All proposals must include a point-by-point response to this RFP. Vendor must indicate “agreed” or “acknowledged” to (specific points or entire sections) or “exception” with their exception stated next to the corresponding point numbered item in this RFP and describe in as much detail as possible. Any changes to a term, condition, or specification within this document that is not clearly marked as such in respondent’s point-by-point response will not be considered. Likewise, samples and/or examples which are provided to support responses shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.

4.3.2 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.

4.3.3 The University is seeking proposals which meet the requirements as outlined in the RFP. If more than one method of meeting these requirements is proposed, each shall be labeled separately.
4.4 **Modification or Withdrawal of Proposals Will Be Executed As Follows:**

4.4.1 A proposal shall not be modified, withdrawn or canceled by the respondent for a ninety (90) day period following the time and date assigned for the receipt of proposals and the vendor so agrees in submitting a proposal.

4.4.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals.

4.4.3 Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

4.5 **Formation of Agreement:**

4.5.1 The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:

4.5.1.1 Accept a proposal as written by issuing a purchase order to the selected respondent which refers to this RFP and accepts the proposal as submitted and no exceptions have been taken to any terms and conditions in the RFP. In this instance, the RFP, the response to the RFP and the purchase order constitute the entire contract; or

4.5.1.2 Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

4.5.2 Because the University may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

4.5.3 The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

4.5.4 It is mutually agreed by and between the University and the firm that if terms and conditions must be negotiated then the acceptance of the firms’ offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. The University’s agreement format has been included for your review (See Section 7). If there are exceptions to be taken, these must be included in your proposal response.

4.5.5 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

4.6 **Signature Authorization Documentation (Mandatory Submittal):**
Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.
If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.

With the exception of an individual, signing in his/her individual capacity, ALL contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor’s behalf.

Documentation must clearly state when and how such authorization was given.

Documentation must state that the authorization is still in full force and effect.

Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed.

Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.

Samples and further information are on the University of Connecticut Purchasing Department’s web page: [http://www.purchasing.uconn.edu/corpres/corpres.html](http://www.purchasing.uconn.edu/corpres/corpres.html)

4.7 **Presentation:**
Firms may be asked to discuss their written responses to this document at a presentation campus on dates mutually agreed upon by and between the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

4.8 **Qualifications of Firm:**

4.8.1 Proposals will only be considered from firms with a demonstrated history of experience in successfully providing similar services with comparable or greater volume. Preference will be given to those firms with such confirmed experience.

4.8.2 Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.

4.8.3 The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

4.9 **Assignment:**
Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

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

4.11 **Indemnification:**
State of Connecticut agencies (University of Connecticut) may not enter into indemnification or “hold Harmless” agreements. In the event of a loss by the vendor or any third party shall have recourse through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of
Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

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

4.13 **Contract Termination for Cause:**

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

4.13.2 The Vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

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

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

4.13.5 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

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

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

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

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

4.15 **Subcontractors:**
The vendor shall be responsible for all acts and performances of any subcontractor or secondary supplier that the vendor may engage for the completion of any contract with the University. The vendor shall be responsible for payment to all subcontractors or secondary suppliers.

4.16 **Insurance:**

4.16.1 Within 10 days of notification of award the successful respondent must provide a certificate of insurance that indicates coverage naming the University of Connecticut as Additional Insured and indicating coverage for a minimum of:

4.16.2 **Workers Compensation and Employers’ Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include
Employer’s Liability with minimum limits of $100,000 each accident, $100,000 disease-each employee and $500,000 disease-policy limit.

4.16.3 Public Liability insurance in the amount of $1,000,000.00

4.16.4 Property damage insurance in the amount of $1,000,000.00

4.16.5 Excess Liability

4.16.5.1 Umbrella $1,000,000.00
4.16.5.2 Personal Injury $300,000.00
4.16.5.3 Each occurrence $300,000.00
4.16.5.4 Combined single limit $300,000.00
4.16.5.5 All Liability insurance policies shall be written on an “occurrence” basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best’s Rating of no less than A-, VII. All certificates of insurance shall be provided to the University of Connecticut, Purchasing Department. The University of Connecticut shall be named as Additional Insured for liability coverage required under this document. The Contractor’s insurer shall have no right of recovery of subrogation against the University of Connecticut and the Contractor’s insurance shall be primary coverage. The Certificate Holder Box shall read: University of Connecticut, 3 North Hillside Road, Storrs, CT 06269-6076.

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

4.17 Promotion:

Unless specifically authorized in writing by University Communications on a case by case basis, the successful respondent shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the seal of the University: (a) in any advertising, publicity, or promotion; nor (b) to express or imply any endorsement of the vendor’s products or services; nor (c) to use the name of the State, its officials or employees, or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above, except only to manufacture and deliver in accordance with this bid or and ensuing agreement such items as are hereby contracted by the University.

4.18 Contract Provision by Reference:

It is mutually agreed by and between the University and the firm that acceptance of the firm’s offer by the issuance of a purchase order and/or contract shall create a contract between the parties thereto containing all specifications, terms and conditions in this RFP except as amended in the purchase order and/or amendment letter.

4.19 Communications between the University and the Vendor:

4.19.1 Informal Communications:

From the date of receipt of this RFP by each vendor until a binding contractual agreement exists with the selected vendor and all other vendors have been notified or
when the University rejects all proposals, **informal communications regarding this procurement shall cease**. Informal communications shall include but not be limited to:

4.19.1.1 Requests from the vendors to any department(s) at the University, for information, comments, speculation, etc; and

4.19.1.2 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.19.2 **Formal Communications:**
From the date of receipt of this Request for Proposal by each vendor until a binding contractual agreement exists with the selected vendors and all other vendors have been notified or when the University rejects all proposals, all communications between the University and the vendors will be formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

A. Pre-Proposal Conference
B. Oral Presentations
C. Pre-Award Negotiations

4.19.3 **ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN ABOVE MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.**

4.20 **Standard Wage Rate:**
Contractors must comply with all provisions of Substitute Senate Bill No. 1056, Public Act No. 99-142, An Act Setting Standard Wage Rates for Certain Service Workers. Information regarding this Public Act and when it applies can be obtained from DOL’s web site: [http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm](http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm). Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, Ct 06109-1114 (860) 263-6790 or his designated representative.

4.21 **Acceptance/Rejection:**
The University reserves the right to cancel this RFP, 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 an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected respondent exists or after the University has rejected all proposals.

4.22 **Business Relationship Affidavit:**
The Proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Convenience Service Agreement. Any Convenience Service Agreement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted quotation automatically attests this to be true.

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

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See Code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

4.24 Pre-Award Presentations and Negotiations:

4.24.1 Pre-Award Presentations: As a part of the evaluation process, the University may require presentations from the highest ranked respondents. If a respondent is requested to make a presentation, the respondent will make the necessary arrangements and bear all costs associated with the presentation.

4.24.2 Award Negotiations: Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent's overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked respondents for purposes which include:

4.24.2.1 Resolving minor differences and informalities
4.24.2.2 Clarifying necessary details and responsibilities
4.24.2.3 Emphasizing important issues and points
4.24.2.4 Receiving assurances from respondents
4.24.2.5 Exploring ways to improve the final contract

4.25 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Convenience Store Grocery Vendor Supplier, the Prime Convenience Vendor's agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

4.26 Delivery Requirements:
The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, often times resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Respondents are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

4.26.1 Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**
4.26.2 All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.

4.26.3 It is required that deliveries to any facility loading dock be made utilizing a maximum sized 24’, 6 wheel truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities in short periods of time. No trailers are allowed.

4.26.4 Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

4.26.5 Drivers are required to shut off engines while making deliveries to loading zones.

4.26.6 Pallets will be picked up on request.

4.26.7 Vendor shall not pass on any on fuel up charges to the University.

4.27 Parking Information and Guidelines:

Parking Services Information
University of Connecticut
Parking & Transportation Services
3 North Hillside Road, Unit 6199
Storrs, CT 06269-6199
Phone: (860) 486-4930
Fax: (860) 486-0191

The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus
should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

Visitor Parking
It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours, click here for North Garage or call (860) 486-6267; click here for South Garage or call (860) 486-9088.

Load Zones
Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends. http://www.park.uconn.edu/Parking2.html

4.28 RFP Evaluation:

4.28.1 RFP Evaluation Criteria: The award of a Convenience Store Grocery Vendor Contract will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

4.28.2 The award shall be made to the most responsive respondent offering the best value and with the highest total matrix scores as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

4.28.3 All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor’s response to the following criteria:

| 4.28.3.1 | Demonstrated experience or ability in providing the full range of Grocery requirements | 20 Points |
| 4.28.3.2 | Ability to meet the requirements outlined in Section 5, Specifications | 15 Points |
| 4.28.3.3 | Compliance with terms and conditions set forth in Section 4 | 5 Points |
| 4.28.3.4 | Demonstrated satisfaction of previous clients | 30 Points |
| 4.28.3.5 | Price (from Market Basket) | 30 Points |

Total Maximum Points Available: 100

4.28.4 Review of References: Each respondent is required to provide a customer list with a minimum of five (5) educational institutions with which it has a Convenience Store Grocery Vendor Contract. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and email address of a contact person at each institution. Reference checks will be performed electronically: please notify your references of this future electronic
transaction. The University reserves the right, but is not obligated to, contact and review the Convenience Store Grocery Vendor program of any institution by any respondent as a reference.

This reference criterion is non-negotiable. It is a mandatory submittal and failure to provide may be reason to reject your proposal as non-compliant.

4.28.5 Supplier Representatives: Respondent must identify the people it anticipates representing the Convenience Store Grocery Vendor Supplier in developing and implementing the Convenience Store Grocery Vendor Contract. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

4.28.6 The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Convenience Store Grocery Vendor Contract. The University will be the sole judge of the suitability of the proposed Convenience Store Grocery Vendor services and Convenience Store Grocery Vendor Contract.

4.28.7 Proposal Qualification Data: If necessary to evaluate respondent qualification, respondent may be requested to furnish information on the following items:

4.28.7.1 Financial resources.
4.28.7.2 Personnel resources.
4.28.7.3 Executives and key person resumes.
4.28.7.4 Ability to meet delivery and service schedules.
4.28.7.5 Ability to meet specifications quality requirements.

4.28.8 Requests for Clarification by Respondents: Any respondent may request that the University clarify any information contained in this Request for Proposal to establish a Convenience Store Grocery Vendor Contract. All such requests must be made in writing to:

Kristin Allen
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Email: kristin.allen@uconn.edu
Fax: (860) 486-5051

The University will provide a written response to all written requests for clarification within five (5) business days after its receipt of such request. The University will not respond to any request for clarification received by the University after the close of business ten (10) days prior to opening of this RFP. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving this RFP.

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

4.29 Requests for Clarification by the University: The University may request that any respondent clarify or supplement any information contained in any Convenience Store Grocery Vendor Agreement Proposal. Respondents are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

4.30 Partnering with Business Enterprises Owned and Operated by Women, Minorities (MWBE’s).

The University of Connecticut is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of University contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the University. The Program will work to create an environment which supports this effort and actively acknowledges and values diversity. An MWBE is a business which is at least fifty-one percent (51%) owned and operated by a woman or a minority.

We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the University.

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

4.32 Executive Order No. 17:
This Contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
4.33 **Executive Order No. 16:**
This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that:

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) **Weapon** means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. **Dangerous instrument** means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.

(e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

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

(a) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

1. a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
2. wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

4.35 **Mandatory Affidavits:**
In light of recent executive and legislative changes to Connecticut’s state contracting requirements, the Office of Policy and Management (“OPM”) has updated its contracting
affidavits, certifications and affirmations. Pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell’s Executive Order No. 1, para 8, Large State Contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavit. Subsequently, Governor M. Jodi Rell’s Executive Order No. 7C modified the contract thresholds provided in Conn. Gen. Stat. §§ 4-250 and 251 for all procurements with a value of $50,000 or more in a calendar or fiscal year.

In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods or services, which contract has a total value of $50,000 or more in any calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of state ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants.

Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations. Please include mandatory affidavits which can be found at: http://www.opm.state.ct.us/policies.htm#Office_Secretary

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- “Gift and Campaign Contribution Certification” – Form 1
- “Consulting Agreement Affidavit” – Form 5

4.36 SEEC Requirements:

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State’s solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11 – See Section 10].

4.37 Whistle Blower Protection:

In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.
Section 5
Specifications

5.0 Information Provided by the University:

5.0.1 The University has, in this Request for Proposal and otherwise, provided respondents with information relating to the University, its current operations and Convenience Store Grocery Vendor program. Among other things, the University Convenience Store Grocery Vendor Contract criteria include the requirement to provide students, faculty, administration, and guests with a comprehensive line of national brand products which respond to consumer demand and brand preference while providing strong marketing value of brand association.

5.0.2 The University has provided each identified respondent with opportunity to independently collect, review, and verifies any information provided by or on behalf of the University. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees, or representatives. The respondent agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated Convenience Store Grocery Vendor Contract.

5.0.3 Subject to these limitations, this Request for Proposal contains information describing University communities, operations, and Convenience Store Grocery Vendor programs.

5.1 Base Proposal Requirements:

The Convenience Store Grocery Vendor Contract Plan should describe the programs, strategic plan and/or resources which support the likelihood of achieving the identified objectives. The Plan should also include service and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The Plan represents an opportunity for each respondent to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals and understanding of the University communities and objectives.

Values offered should not have a negative impact on the market values of other components of this RFP.

5.1.1 Respondent must submit documentation of their HACCP Program.

5.2 Contract Administration Planning and Future Opportunities:

The proposal should offer specific suggestions regarding contract administration, reporting, and planning and dispute resolution. The University recognizes the value of a long-term commitment to a Convenience Store Grocery Vendor relationship. Yet, it is difficult, if not impossible, to anticipate all events and activities which might materially affect the ability of the Convenience Store Grocery Vendor Contract to achieve its intended objectives. Certain terms and conditions can and will be stated in dynamic and unambiguous terms.

5.3 Product Specifications: All Convenience Store Grocery Vendors products will be made available to the University in packages and pursuant to specifications reasonably requested by the University. The proposal shall identify all Convenience Store Grocery Vendors products sold or distributed by the Convenience Store Grocery Vendor’s Suppliers, including all specifications fully describing the portion size, packaging, dispensing capability in concentration (if applicable) of each Product.
5.3.1 **Manufacturer Label:** When a general packer is specified, the package and/or case must have the manufacturer label and product number, i.e. Mars bars candy

5.3.2 **Proprietary and Special Order Products:** Whenever possible, the University will use a product already stocked by the vendor but reserves the right to request the vendor to add proprietary products to its stock. The vendor agrees to do so at the discretion of the University.

5.3.2.1 A **proprietary product** is a product the vendor does not normally stock that the University expects the vendor to purchase, stock and have available according to the order/delivery schedule of the contract. The University will forward to the vendor a projection report on a weekly basis showing estimated needs for three weeks.

5.3.2.2 A **special order product** is a product requested for a one-time purchase on an in/out basis that the vendor does not normally stock.

5.4 **Pricing:** Pricing will be on a cost plus basis. All prices shall remain fixed for a minimum of ninety (90) days from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

5.4.1 Price increases are based on documented changes in the vendors laid in cost of product or other discounts allowed.

5.4.2 Prices quoted in response to this Request for Proposal may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increase in selling price should be addressed in your proposal.

5.4.3 The University Purchasing Department is notified in writing of the increase a minimum of fourteen (14) days prior to the effective date and, the vendor provides the University any and all documentation it may require to support the proposed price increases.

5.4.4 The University reserves the right to audit the awarded vendor’s books with a reasonable notice. Vendor must respond to the audit request within requested deadline.

5.4.5 The successful respondent will be expected to supply all items as specified on the attached Market Basket.

5.4.6 The University will set prices markups per category and make adjustments as needed.

5.4.7 These suggested selling prices will show up on the invoice.

5.4.8 Items that are not in full cases or boxes will be priced individually with a price sticker.

5.4.9 Vendor will provide shelf labels to include price, name and bar code.

5.4.10 All pricing shall include all freight and transportation fees. No minimum orders or fuel surcharges will be allowed.
5.5 Service Requirements:

5.5.1 Deliveries: Deliveries will be two or three days per week or daily Monday through Friday or as required, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m. All deliveries must be made on straight trucks only. Trucks may not exceed 24 feet. Vendor shall not pass on full up charges.

5.5.1.1 Breakdown of frozen, grocery and supply items is TBD sales upon units opening and creating a history.

5.5.1.2 Deliveries may be required on certain holidays while the regular academic year is in session. These include: Martin Luther King Day, Lincoln’s Birthday, President’s Day, Good Friday, Labor Day, Columbus Day and Veteran’s Day.

5.5.1.3 Respondents must detail how they communicate with their drivers when in the field during the delivery day when the need arises.

5.5.1.4 Respondents must articulate their driver safety plan and frequency of accidents.

5.5.1.5 The vendor shall deliver orders directly to each location on campus, including Central Commissary and all future operations. The orders shall be electronically invoiced separately by location. The merchandise shall be maintained at the proper temperature throughout staging, loading, transport, and delivery.

5.5.1.6 All the vendor’s facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation. The University or other officials, at the discretion of the University, reserves the right to inspect these areas.

5.5.1.7 The vendor’s delivery person will off load all merchandise to an area inside of the receiving C-Store. The vendor is responsible for any equipment needed to accomplish this.

5.5.1.8 The vendor shall deliver merchandise in plastic reusable totes whenever possible. These totes shall be picked up on the next scheduled delivery day. There shall be no additional charge to the University for this service or for damaged or missing totes.

5.5.1.9 At time of delivery a designated University employee will sign the invoice. This signature will only indicate that the order has been received and that the number of pieces/totes has been verified, but this will not indicate that the invoice has been reconciled to the actual items delivered or to the condition of these items. This reconciliation will occur within 24 hours and any deviations will be reported to the Contractor’s account representative within 48 hours.

5.5.1.10 The account representative will issue credit memos for any incorrect charges and arrange for the return of the miss-shiped, miss-ordered, or damaged items.

5.5.2 Reports:

5.5.2.1 Product Usage Reports, in a mutually agreeable format, must be supplied both for each individual account and consolidated on a monthly and yearly basis.

5.5.2.2 Rebate and Program Tracking Reports
5.5.2.3 Other Reports as requested in an agreed upon format to include but not limited to: Fill Rate Tracking Report, Grocery Show Buying Report, New Items Report, Deleted Items Report, Not-in-Stock Report, Market Basket Report, Account Statement Report for individual accounts and consolidated.

5.5.2.4 Off-invoice Report: The vendor will provide a report detailing savings realized for all off-invoice purchases on a quarterly basis showing both the quarter and year to date figures for all such items.

5.5.3 Credits/Returns: The vendor shall accept returns for the following (but not limited to) conditions:
- Products shipped or ordered in error
- Products damaged in shipment
- Products with concealed or latent damage
- Products that are recalled
- Products which do not meet reasonable shelf life requirements (an example of a minimum shelf life requirement would be seven (7) days from date of receipt by the University for both cup yogurt and individually packaged chips and snacks.
- Products that do not meet minimum quality standards
- Products delivered in unsanitary delivery vehicles
- Products delivered that exceed the minimum/maximum specified temperatures.

5.5.3.1 Credit memos due on invoices must be received by the department no later than five (5) business days after the date of corresponding invoice.

5.5.3.2 There shall be no restocking fees for products ordered in error.

5.5.3.3 There shall be a consistent Accounts Receivable person assigned to the account to handle any invoicing and credit issues that may arise.

5.5.4 Breaking Cases: The University reserves the right to request the vendor to sell some items in pack units less than full case lots.

5.5.5 Sizes: All merchandise provided shall be in packs and of sizes customarily furnished to the trade for retail sale through convenience stores. When necessary, the University will request the vendor to sell items in single or smaller pack units.

5.5.6 Emergency Plan: The vendor must provide to the University in writing an emergency plan for shipping errors, shortages, weather related emergencies and emergency deliveries. This plan should allow for same day deliveries if emergency orders are called in before noon.

5.5.6.1 Vendor shall notify the University of any Product Recalls as soon as the vendor is notified of the recall.

5.5.7 Distributor Sales Representative (DSR): The successful respondent shall have a Distributor Sales Representative (DSR) specifically assigned to the University account. This representative shall have at least eight (8) years experience in Grocery service sales with a minimum of five (5) years experience working with large non-commercial accounts such as colleges and universities, and a minimum of two (2) years experience working for the Respondent. This individual may not be responsible
for more than two (2) major accounts. Responsibilities include but are not limited to the following:

5.5.7.1 Coordinate all direct order entry processes and daily checking of orders.

5.5.7.2 Coordinate or conduct daily communications with the University’s representatives to discuss and shortages and needed substitutions.

5.5.7.3 Coordinate credits and returns of any deficient or miss-shipped products.

5.5.7.4 Coordinate the replacement of critical items that are short on day of delivery by purchasing from other sources and delivering to the University.

5.5.7.5 Resolve any problems with the delivery schedule.

5.5.7.6 As needed, conduct weekly meetings with University personnel to discuss areas of concern.

5.5.7.7 Work with the University’s representatives to develop agendas for periodic business reviews.

5.5.7.8 Recommend special programs, promotions and new product ideas that would be helpful to the University.

5.5.7.9 Introduce and/or demonstrate and/or sample new products to University personnel including customer panels.

5.5.7.10 Coordinate and/or conduct samples in specification and product evaluation.

5.5.7.11 Assist with product research for new concepts and products as they are introduced.

5.5.7.12 Coordinate all special or proprietary orders.

5.5.7.13 Coordinate University contract pricing and weekly and monthly price updates.

5.5.7.14 Coordinate the distribution of all needed reports and communications between the University and the vendor.

5.5.7.15 Handle all University concerns or inquiries about any products and/or services.

5.5.7.16 Identify and coordinate the vendor resources to ensure that the University receives the maximum value in products and services.

5.5.7.17 In a planned, organized and effective manner, responds to all requests for action and information in a complete and timely manner. Oversee the entire Prime Vendor Contract and devote as much time as necessary to maintain a smooth and efficient relationship.

5.5.7.18 Provide assistance with store lay-out (plan-O-grams) to enhance flow and maximize use of space as well as minimize shrink.
5.5.19 Assist with POS and marketing materials for promotions.

5.5.8 **Inside Sales:** An inside sales/customer service person must be assigned to handle the University account. This person must be readily accessible by telephone available during normal business hours (8 a.m. to 5 p.m.). This inside sales contact must have the ability to handle late add-on orders (3:00 p.m. for next day delivery). The name, email address and telephone number of the inside sales person must be supplied with the RFP. A consistent alternate must be assigned to handle these duties in the absence of the regularly assigned person.

5.5.9 Respondent shall describe compliance with specifications for sections 5.7 and 5.8 above including:

5.5.9.1 A description of it’s organizational structure and how it will ensure performance stability and prompt customer service for the duration of the Contract specifically addressing those personnel who would directly impact contractual performance and customer service, including but not limited to administration, sales, placing orders, computer support, transportation, marketing, beverage services where applicable, and customer service.

5.5.9.2 An elaboration on how each of the points would be addressed.

5.5.9.3 An organizational chart which includes and DSR(s) assigned to the University and other key vendor personnel involved in the management of the Convenience Store Grocery Vendor program, their positions in the organization and their resumes.

5.5.9.4 An elaboration on the qualifications of any DSR assigned to the University including evidence of his/her knowledge of the local market and a description of the type of discretion and/or authority he/she has to resolve problems and take action.

5.5.9.5 A description of the type of discretion and/or authority given to other individuals involved in the program management to resolve problems and take action.

5.5.9.6 An indication of any of the areas above that may be delegated to someone other than the DSR; including details of other services which individuals may provide, if any.

5.5.9.7 Email addresses and cell phone numbers shall be provided for any vendor personnel assigned to the account.

5.5.10 **Telephone Access:** A toll-free telephone number must be available for order placement and customer service.

5.5.11 **Ordering Capabilities:** The successful respondent shall have on-line order system, or the vendor must provide an electronic inventory management/ordering system, such as a scanner that can be uploaded. The vendor must train the University personnel initially in the use of this system and provide subsequent training if requested.

5.5.12 **Next day delivery:** The successful respondent must be able to accept orders for next day delivery. Vendor must include hours of operation and order deadlines as part of
their proposal. They should include definition of “next day” including any days they would not be available, i.e. Sundays, holidays, etc.

5.5.13 Delivery Outages: Delivery outages must be held to a maximum of 2% with all substitutes having to be approved prior to delivery.

5.5.13.1 All substitutes must be of equal or better quality than the product originally ordered. Should there be a price difference between the ordered product and the substituted product the university will be charged either the price of the normally ordered product or the price of the substitute whichever is lower.

5.5.13.2 If critical products are not delivered completely, the vendor must correct the situation within four (4) hours.

5.5.13.3 If the University has to buy a product from another source due to shortages that occur, the vendor shall be expected to reimburse the University for any difference in the purchase price, if the alternate product costs more than the originally ordered product, and for any additional labor incurred by the University.

5.5.13.4 All substitutions shall be noted as such on the invoice along with a reference to the item originally ordered.

5.5.14 Product Samples: The University reserves the right to test samples of products to determine quality and acceptability. Product samples must be provided free of charge.

5.6 Store Development: Provide a summary of services available to develop new stores, including design, Plan-O-Grams and start-up. Include costs, if applicable.

5.6.1 Marketing Support: Provide a summary of available marketing services available. Include costs, if applicable.

5.6.1 Product Mix: Vendor shall provide consultation on product mix to maximize profitability. Market research relative to the College and University market segment shall be passed on to the University.

5.6.2 Store Growth: Describe how your company can help make the convenience stores more successful for the University community.

5.7 Market Basket:

5.7.1 Please supply prices for the Market Basket in the Form of Proposal (pgs. 40-43) based on your cost percentage. These prices will be weighted according to usage and used as the price component of the evaluation process.

5.7.2 Note: Vendors must supply a cost percentage figure for the entire product line available. After this figure has been developed, the vendor shall utilize this markup to indicate the University’s net cost for each item in Market Basket.

5.7.3 Brands: When completing the market basket respond to each category and bid on the brand names specified only.

5.7.4 Vendors must supply a list of product items from Market Basket that can not be supplied.
5.7.5 If more than one acceptable brand is being bid on, please specify the brand you are bidding.

5.7.6 The University reserves the right to test, change and add products as required.

5.7.7 **Cost Plus:** Vendors must supply a cost plus percentage figure for the entire product line available. After this figure has been developed, the respondent shall utilize this discount to indicate the University’s net cost for each item on the Market Basket.

5.7.8 **Formula:** The prices used for the purpose of this bid must come from documented supplier’s cost plus mark up. See example formula below that must be used for achieving the prices offered. Please supply prices (cost plus) for the day of 3/1/2008.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example – cost to distributor on 3/1/2008</td>
<td>$10.00</td>
</tr>
<tr>
<td>Freight if any</td>
<td>$ .70</td>
</tr>
<tr>
<td>Delivered cost</td>
<td>$10.70</td>
</tr>
<tr>
<td>Cost plus markup – 10%</td>
<td>$ 1.07</td>
</tr>
<tr>
<td></td>
<td>---------</td>
</tr>
<tr>
<td>Price to University</td>
<td>$11.77</td>
</tr>
</tbody>
</table>

5.8 **Price List/Order Book:** Price list shall include: item name, item number, UPC code, pack size, order unit, suggested retail price, wholesale cost (bid cost to the university) and percent of profit.

5.9 At any time at the request of the University and included with their proposal, the vendor shall be able to provide a list of all items and the corresponding Universal Product Code numbers.

5.10 The order book(s) shall include: item name, item number, pack size, order unit, and UPC code strips that can be scanned for order placement utilizing the Vendor provided scanning units. These shall be distributed as often as needed depending on the frequency of orders placed.
Section 6
References

Proposals should include five institutions where your organization is currently providing Convenience Store Grocery Vendors service of the type you are proposing for the University of Connecticut. Please include name, e-mail address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

<table>
<thead>
<tr>
<th>Reference #1</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact/Title</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Company</th>
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<table>
<thead>
<tr>
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<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact/Title</td>
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</tr>
</tbody>
</table>
The terms and conditions should be reviewed very carefully to insure full responsiveness to this RFP. The anticipated Sample Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, and addendum or to visit the sites and acquaint itself with conditions there-existing will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University’s intent to incorporate such terms and conditions into the Agreement.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State’s contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

Agreement to follow on next page……..
Purchasing Agreement
For
Convenience Store Grocery Items

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut and ______________________________

Purchasing Department     ____________________________
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter “University”

___________________________

University Contract Administrator/Phone

___________________________

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

A.  
B.  
C.  

1.1.  Term: This Agreement between the University and the Contractor will govern the provision of goods, services or other considerations (hereinafter “Services”) referenced herein from:

1.1.1  Effective Date: _____________________  End Date: _____________________

1.1.2  Amendment Terms: All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2.  Brief Summary of Services: Contractor will provide . . .

1.2.1  Service Location: Contractor will provide Services at/for the location(s) listed below:

1.3  Maximum Amount Payable: $ _____________________

1.3.1  Payment/Pricing Terms:

1.4  Detailed Contractor Responsibilities:

1.4.1  Responsibilities: Contractor will provide the following Services:

1.4.2  Deliverables/Methods: Contractor will deliver to University . . .

1.4.3  Work Schedule/Deadlines: Contractor will provide Services by . . .

1.5.  University Responsibilities: University will . . .
1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* [name/address]:

If to the Contractor* [name/address]:

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

**Section 2 - State of Connecticut Required Terms and Conditions**

As an Agency of the State of Connecticut (a sovereign entity) the University is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.

2.4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

2.5. **Nondiscrimination.** References in this section to “contract” shall mean this Contract and references to “contractor” shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

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

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

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

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

2.6 Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2.7. **Campaign Contribution Restrictions.** For all State contracts as defined in Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.

2.8. **Termination for Cause.** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

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

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

(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

(d) The University shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

(e) Remedies Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, the University shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, the University may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.

2.9. **Termination for Convenience.**

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

(b) This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 1.1 unless cancelled by the University, by providing the Contractor _____ days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

2.10. **Force Majeure.** If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party’s obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.11. **Entire Agreement and Amendment.** This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

2.12. **Additional Required Contractor Signature Authority, Affidavits and Certifications.**

(a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: [http://www.contracts.uconn.edu/corpres.html](http://www.contracts.uconn.edu/corpres.html)

(b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management “OPM” Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of $50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of $500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038)

(c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original
contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: 

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:  
By: __________________________  
Print Name: ____________________  
Title: __________________________  
Date: __________________________  

CONTRACTOR: ____________________  
By: __________________________  
Print Name: ____________________  
Title: __________________________  
Date: __________________________  

AGO Approval

By: __________________________  
Print Name: ____________________  
Date: __________________________  
Title: __________________________  

Form Rev. 4/17/2008
This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:  
Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.
Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “State Contractor Contribution Ban.”
Section 8
Form of Proposal

Date: 7/16/2008

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

1. The undersigned respondent, in response to our Request for Proposal for a Convenience Store
   Grocery Vendor Contract, having examined the bid documents and being familiar with the
   conditions surrounding the proposed project, hereby proposes to provide such services meeting
   the requirements outlined in this Request for Proposal, in accordance with the proposal attached
   hereto.

2. Respondent acknowledges receipt of the following addenda which are a part of the bidding
   documents: _____, _____, _____, _____, _____, _____.

3. Respondent 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. Respondent agrees that this offer shall be good and may not be withdrawn for a period of 120
   days after the public bid opening.

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

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

7. Payment Terms: __________________________

8. Market Basket: Please complete the Market Basket of sample items on the following pages.
   Please include the extended price and the % markup as well as a total. Pricing must be inclusive
   of all freight and transportation charges.
<table>
<thead>
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TOTAL: __________________________

FIRM: ____________________________  BY: ____________________________

ADDRESS: _________________________  TITLE: _________________________

_________________________________  DATE: _________________________

PHONE #: _________________________  FAX #: _________________________

F.E.I.N. #: _________________________

EMAIL: ____________________________
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(d) and 46a-81i(d) 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(d) 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; and
(e) 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.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
### 2) Description of Job Categories (as used in Part IV Bidder Employment Information)

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MANAGEMENT:</strong> Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</td>
<td></td>
</tr>
<tr>
<td><strong>BUSINESS AND FINANCIAL OPERATIONS:</strong> These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</td>
<td></td>
</tr>
<tr>
<td><strong>COMPUTER SPECIALISTS:</strong> Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.</td>
<td></td>
</tr>
<tr>
<td><strong>ARCHITECTURE AND ENGINEERING:</strong> Occupations related to architecture, surveying, engineering, and drafting are included in this category. Examples of job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</td>
<td></td>
</tr>
<tr>
<td><strong>OFFICE AND ADMINISTRATIVE SUPPORT:</strong> All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</td>
<td></td>
</tr>
<tr>
<td><strong>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</strong> This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</td>
<td></td>
</tr>
<tr>
<td><strong>CONSTRUCTION AND EXTRACTION:</strong> This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</td>
<td></td>
</tr>
<tr>
<td><strong>INSTALLATION, MAINTENANCE AND REPAIR:</strong> Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</td>
<td></td>
</tr>
<tr>
<td><strong>MATERIAL MOVING WORKERS:</strong> The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</td>
<td></td>
</tr>
</tbody>
</table>

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>White (not of Hispanic Origin)</strong></td>
<td>All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</td>
</tr>
<tr>
<td><strong>Black (not of Hispanic Origin)</strong></td>
<td>All persons having origins in any of the Black racial groups of Africa.</td>
</tr>
<tr>
<td><strong>Hispanic</strong></td>
<td>All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</td>
</tr>
<tr>
<td><strong>Asian or Pacific Islander</strong></td>
<td>All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</td>
</tr>
<tr>
<td><strong>American Indian or Alaskan Native</strong></td>
<td>All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</td>
</tr>
</tbody>
</table>
# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number ____________________________ Or Social Security Number ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>(response optional/definitions on page 1)</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>- Bidder is a small contractor. Yes__ No__</td>
</tr>
<tr>
<td>Chief Executive</td>
<td>- Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
</tr>
<tr>
<td>Major Business Activity</td>
<td>Bidder Identification</td>
</tr>
<tr>
<td>(brief description)</td>
<td>- Bidder Parent Company</td>
</tr>
<tr>
<td></td>
<td>(If any)</td>
</tr>
<tr>
<td></td>
<td>- Bidder is certified as above by State of CT Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>- DAS Certification Number ____________________________</td>
</tr>
</tbody>
</table>

## PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__
3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__
   6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__
   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__
7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
9. Does your company have a mandatory retirement age for all employees? Yes__ No__
10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
12. Does your company have a written affirmative action Plan? Yes__ No__
   If no, please explain.
13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__
   If yes, give name and phone number. __________________________________________

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
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<tr>
<td>Management</td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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</tr>
<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>TOTALS ABOVE</td>
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<tr>
<td>Total One Year Ago</td>
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</tr>
</tbody>
</table>

FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

<table>
<thead>
<tr>
<th>Source</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)
2. Check (X) any of the below listed requirements that you use as a hiring qualification
3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td>Work Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td>Ability to Speak or Write English</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td>Written Tests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td>High School Diploma</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walk Ins</td>
<td>College Degree</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present Employees</td>
<td>Union Membership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Organizations</td>
<td>Personal Recommendation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td>Height or Weight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (please identify)</td>
<td>Car Ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Arrest Record</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wage Garnishments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)  (Title)  (Date Signed)  (Telephone)
Section 10
SEEC Form 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban
No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State Senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform
State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

(Revised 3/9/99)
DIRECTIONS TO UNIVERSITY OF CONNECTICUT,
PURCHASING DEPARTMENT (3 North Hillside Road)

Directions from Hartford to Purchasing

1. Take I-84 east to Exit 68. Turn right at the end of the exit onto Rte 195 South towards Mansfield.
2. Continue on Rte 195 South. It is about 7 miles to the Storrs UConn campus.
   (You will come to the intersection of Rte 195 and Rte 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rte 195 and Rte 44—which is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto North Eagleville Road (on your right at the corner is a church with a white steeple).
4. Proceed straight on North Eagleville Road until the second traffic light. At the second traffic light, turn right onto North Hillside Road. Building is on your left.

Directions from Bradley Airport (Hartford) to Purchasing

1. As you leave Bradley Airport, follow signs towards I-91 and take I-91 South toward Hartford.
2. From I-91 South, take Exit 35A onto Rte 291 East towards Manchester.
3. Rte 291 cuts across to I-84. Take I-84 East towards Boston.
4. Take Exit 68 off of I-84. Turn right at the end of the exit onto Rte 195 South towards Mansfield.
5. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from New York City/New Haven to Purchasing

1. From New York City, take I-95 North to New Haven. Then take I-91 North towards Hartford.
2. Just before Hartford, take I-84 East towards Boston.
3. Take Exit 68 off of I-84. Turn right at the end of the exit onto Rte 195 South towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from Boston to Purchasing

1. Take the Mass Pike (Rte 90) West.
2. Take the Sturbridge Exit for I-84 towards New York City and Hartford.
3. Continue on I-84 West. Take Exit 68 off of I-84. Turn left at the end of the exit onto Rte 195 South towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions to Parking Garage / Purchasing

1. Once on North Eagleville Road, proceed straight until the second traffic light. At the second traffic light, turn left onto North Hillside Road. Then take the first left towards the Parking Garage.
   Walk back the way you came, onto North Hillside Road. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.
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.

STATE CAPITOL, HARTFORD, CONNECTICUT 06106
TEL: (860) 566-4840 • FAX: (860) 524-7396
www.state.ct.us/governor
INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contractor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any Gifts to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent or alter which would result in the circumvention of the above certification regarding Gifts by providing for any other principals, key personnel, officials, or employees of the Contractor, its or its agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:
# STATE OF CONNECTICUT
## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### Lawful Campaign Contributions to Candidates for the General Assembly:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name ____________________________  
Signature of Authorized Official ________________________

Subscribed and acknowledged before me this ______ day of __________________, 200__.

Commissioner of the Superior Court (or Notary Public) ________________________________

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For State Agency Use Only

Awarding State Agency ____________________________  Planning Start Date ____________________________

Contract Number or Description ____________________________
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: _____ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

____________________________________________________________________________________

____________________________________________________________________________________

Consultant’s Name and Title  
Name of Firm (if applicable)

Start Date  
End Date  
Cost

Description of Services Provided:

____________________________________________________________________________________

____________________________________________________________________________________

Is the consultant a former State employee or former public official?  
☐ YES  
☐ NO

If YES:

Name of Former State Agency  
Termination Date of Employment

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

Printed Name of Bidder or Vendor  
Signature of Chief Official or Individual  
Date

Printed Name (of above)  
Awarding State Agency

Sworn and subscribed before me on this ______ day of ____________, 200__.

Commissioner of the Superior Court
or Notary Public
NON-DISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I ______________________________________, ____________________________ of
(signer’s name) ________________________________________________________
(signer’s title)
____________________________, ____________________________________________, an entity lawfully
(name of entity) organized and existing under the laws of ____________________________,
do
(name of state or commonwealth)
hereby certify that the following is a true and correct copy of a resolution adopted on the
_____ day of _________________, 20___ by the governing body of ____________________________
(name of entity), in accordance with all of its documents of governance
and management and the laws of ____________________________,
(name of state or commonwealth)
and further certify that such resolution has not been modified, rescinded or revoked, and
is, at present, in full force and effect.

RESOLVED: That ____________________________ hereby adopts as its
(name of entity) policy to support the nondiscrimination agreements and warranties required under
Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in
State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of
Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of
____________________, 20____.

____________________________
(Authorized Signature)

____________________________
(Print Name)

____________________________
(Title)

Effective June 25, 2007
NON-DISCRIMINATION CERTIFICATION

(By individual contractor regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____________________________________________________________________________, of
(signer’s name)
______________________________________________________________________________, am
(business name/address)

entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the “State”) in my individual capacity for
______________________________________________________________________________.
(If available, insert “Contract No.”; otherwise generally describe the goods or services to be provided)

In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of
____________________, 20____.

__________________________________________
(Owner’s Signature)

__________________________________________
(Printed Name)