



University of Connecticut Purchasing Department

3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076

**Request for Proposal
CGP030813**

**Organic and Natural Foods and Supplies Provider
For the University of Connecticut**

Date Issued	Pre-Proposal Meeting	Proposal Due Date	Prepared By	Telephone #
March 11, 2013	March 21, 2013 @ 10:00 a.m.	April 4, 2013 @ 2:00 p.m.	Cathleen G. Paquette Purchasing Agent II	(860) 486-2620

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Section I Introduction

1.0 Scope

The University of Connecticut (hereinafter referred to as “the University”) is seeking proposals from experienced and qualified vendors to supply the University Convenience Store(s) with Organic and Natural Food and supply items in retail packaging on an “as needed” basis.

1.1 Demographics

The University of Connecticut, Department of Dining Services provides meals to 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 located throughout the campus and one (1) retail Food Court located in the Student Union as well as three on site Catering locations. During the school year, approximately 180,000 meals are served weekly for a total of approximately 2.1 million meals per semester.

The University of Connecticut located in Storrs is the main campus of the State’s Flagship University. Branch campuses are located in West Hartford, Waterbury, Avery Point, Torrington and Stamford. Based on the figures from the Fall of 2012, the total enrollment of undergraduates at Storrs is approximately 17,528 students, including a resident population of over 11,000 students.

There are also approximately 4,624 full and part-time faculty and staff.

1.2 Pre-Proposal Conference/Site Visit

1.2.1 A **MANDATORY** pre-proposal conference and site visit will be held at **10:00 a.m. local time, on Thursday, March 21, 2013** at the Purchasing Department, 3 North Hillside Road, Storrs, Connecticut. (2nd floor Bid Room)

1.2.2 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. Only those firms who attend the mandatory pre-proposal conference and site visit may submit a proposal and be considered for award.

1.2.3 Respondents must contact the Purchasing Department by email or fax no later than Wednesday, March 20, 2013 by the end of the business day to attend the conference and be included in the tour:

Nancy Duvall
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
E-mail: nancy.duvall@uconn.edu
Fax: (860) 486-5051

1.3 Errors

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

1.4 Clarifications

A firm requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of responses via facsimile to (860) 486-5051, by e-mail to cathleen.paquette@uconn.edu , or by mail to:

*Cathleen G. Paquette
Purchasing Department
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076*

1.4.1 Any interpretation, correction, or change of this solicitation shall be made by addendum. Interpretations, corrections or changes made in any other manner shall not be binding and firms shall not rely upon such interpretations, corrections or changes. The University Purchasing Department shall issue any changes or corrections.

1.4.2 All addenda shall be mailed or delivered to all that are known to have received the solicitation as well as posted to the public bid websites. No addenda shall be issued later than seven (7) days prior to the date for receipt of responses except an addendum, if necessary, postponing the date for receipt of responses or withdrawing the solicitation.

1.5 Communications between the University and the Vendor:

1.5.1 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:

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

1.5.1.2 Requests from any department, other than Purchasing, at the University, or any employee of the University for information, comments, speculation, etc.

1.5.2 Formal Communications:

From the date of receipt of this RFP 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:

1.5.2.1 Pre-Proposal Conference

1.5.2.2 Oral Presentations

1.5.2.3 Pre-Award Negotiations

1.5.3 ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF A VENDOR'S RESPONSE OR CANCELLATION OF THIS SOLICITATION.

1.6 Attention to Terms and Conditions

- 1.6.1 The terms and conditions included in this document must be reviewed carefully to ensure full responsiveness to the RFP. The final contract shall be, in form and substance, consistent with applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such Agreements.
- 1.6.2 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 submittal of a proposal shall be conclusive evidence of the bidder's understanding of the University's intent to incorporate such terms and conditions into the final contract.

1.7 Time Table

Request for Proposal Issued	March 11, 2013
Mandatory Pre-proposal conference	March 21, 2013
Closing Date for Inquiries	March 28, 2013
Responses Due	April 4, 2013
Evaluation/Contracting process	2 weeks
Services to commence	May 1, 2013

1.8 Responses

Proposals must be received in the Purchasing Department by **2:00 p.m., local time, on April 4, 2013** at which time they will be publicly opened. Proposals, amendments to, or requests for withdrawal received after the time and date set for receipt will not be accepted. Proposals must be submitted on the forms supplied and in the manner prescribed.

1.9 Qualification of Bidders

- 1.9.1 Proposals will be considered from vendors with a demonstrated history of successfully providing similar services to other institutions of higher education or private sector corporations with similar volumes and needs.
- 1.9.2 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's proposal.
- 1.9.3 The University will reject any proposal and void any award resulting from this RFP to a vendor who makes any material misrepresentation in their proposal.
- 1.9.4 The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their proposal.
- 1.9.5 The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and services and to perform in an expeditious (workmanlike) manner. The University reserves the right to reject any proposal if evidence submitted, or gained through investigation, fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any contract established pursuant to this RFP.

Section II Definitions

- 2.0 The word “University” or “UConn” or a pronoun used in its place shall mean the University of Connecticut main campus in Storrs at Storrs, Connecticut.
- 2.1 “Bidder”, “Provider”, “Vendor”, “Firm”, “Contractor” and “Respondent” refer to a company responding to this solicitation.
- 2.2 “RFP” is the abbreviated reference to Request for Proposal.
- 2.3 Request for Proposals (RFP) is defined as a competitive procurement process that helps to serve the University’s best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP’s however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposed to govern the relationship between it and the selected vendor.
- 2.4 The terms “proposal”, “quotation” and “bid” refer to the response to be submitted.
- 2.5 “Public bid websites” for bid postings are the University’s Procurement website: <http://www.purchasing.uconn.edu/currentbid/currentbid.html> and the State of Connecticut Department of Administrative Services website: http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

Section III Requirements

NOTE: Firms are required to provide a point-by-point response to this section 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.

3.0 Term

The term of any contract resulting from this RFP shall be from May 1, 2013 through April 30, 2014 with options to extend for four (4) additional one (1) year terms. Said options will only be exercised upon satisfactory performance by and mutual consent of both parties.

3.1 Scope of Services

3.1.1 The University of Connecticut's Department of Dining services is located in Storrs, CT. Deliveries will be required for three (3) campus locations with loading platforms:

- Whitney Dining Hall which focuses on local and sustainable products as well as organic and vegan items
- The Union Exchange which is a convenience store located on the second floor of the Student Union Building
- The Commissary Warehouse

3.1.2 In soliciting proposals, it is the University's intent to establish a contract with a distributor who specializes in organic and natural food and supply items. 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 Dining Services 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. The University will reserve the right to make multiple awards if the University determines that doing so would be in the University's best interest.

3.1.3 The expectations and rights of each party should be anticipated, identified and reviewed at the outset and throughout the Organic and Natural Foods and Supplies Provider Contract to create and continue a positive, productive and lasting relationship.

3.1.4 It is anticipated that the total products purchased will be approximately \$30,000 per year.

3.1.5 Deliveries are required once a week when the University is in session and possibly less when summer school is in session and between semesters.

3.2 Base Proposal Requirements

The Proposal should describe the programs, strategic plan and/or resources which support the likelihood of achieving the identified objectives. The Proposal should also include service and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The Proposal 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.

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

3.2.2 Respondent must submit documentation of their HACCP Program.

3.3 Contract Administration Planning and Future Opportunities

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

3.4 Product Specifications

All of the Contract Vendor's products will be made available to the University in packages and pursuant to specifications reasonably requested by the University. The proposal shall identify all products sold or distributed by the Vendor's, including all specifications fully describing the portion size, packaging, dispensing capability in concentration (if applicable) of each Product.

3.4.1 Manufacturer Label: When a general packer is specified, the package and/or case must have the manufacturer label and product number.

3.4.2 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.

3.4.2.1 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.

3.4.2.2 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.

3.5 Pricing

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

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

3.5.2 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.

- 3.5.3 The University Purchasing Department is notified 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.
- 3.5.4 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.
- 3.5.5 The successful respondent will be expected to supply all items as specified on the attached Market Basket.
- 3.5.6 The University will set prices markups per category and make adjustments as needed.
- 3.5.7 These suggested selling prices will show up on the invoice.
- 3.5.8 Items that are not in full cases or boxes will be priced individually with a price sticker.
- 3.5.9 Vendor will provide shelf labels to include price, name and bar code.

3.6 Taxes

The University of Connecticut is exempt from Federal Excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplied pursuant to this agreement.

3.7 Additional Costs

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

3.8 Service Requirements

- 3.8.1 Deliveries will be one day each week beginning no earlier than 7:00 a.m. and ending no later than 3:00 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.
 - 3.8.1.1 Breakdown of frozen organic and natural grocery shall be determined by needs and shall not be bound to past sales.
 - 3.8.1.2 Deliveries may be required on certain holidays while the regular academic year is in session if that holiday is the normal delivery day for the week. These include: Martin Luther King Day, Lincoln's Birthday, President's Day, Good Friday, Columbus Day and Veteran's Day.
 - 3.8.1.3 Respondents must detail how they communicate with their drivers when in the field during the delivery day when the need arises.
 - 3.8.1.4 Respondents must articulate their driver safety plan and frequency of accidents.
 - 3.8.1.5 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.

- 3.8.1.6 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.
- 3.8.1.7 The vendor's delivery person will off load all merchandise to an inside specified area that will be determined by the University. The vendor is responsible for any equipment needed to accomplish this.
- 3.8.1.8 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.
- 3.8.1.9 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.
- 3.8.1.10 The account representative will issue credit memos for any incorrect charges and arrange for the return of the miss-shipped, miss-ordered, or damaged items.

3.8.2 Reports

- 3.8.2.1 Product Usage Reports, in a mutually agreeable format, must be supplied both for each individual account and consolidated on a monthly and yearly basis.
- 3.8.2.2 Rebate and Program Tracking Reports
- 3.8.2.3 Other Reports as requested in an agreed upon format to include but not limited to: Fill Rate Tracking Report, Purchasing Velocity Report, New Items Report, Deleted Items Report, Not-in-Stock Report, Market Basket Report, Account Statement Report for individual accounts and consolidated.
- 3.8.2.4 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.

3.8.3 Credits/Returns

- 3.8.3.1 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 that do not meet minimum quality standards
 - Products delivered in unsanitary delivery vehicles
 - Products delivered that exceed the minimum/maximum specified temperatures.

- 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.

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

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

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

3.8.4 Breaking Cases

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

3.8.5 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.

3.8.6 Emergency Plan

3.8.6.1 The vendor must provide a written 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.

3.8.6.2 Vendor shall notify the University of any product recalls as soon as the vendor is notified of the recall.

3.8.7 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 convenience 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:

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

3.8.7.2 Coordinate or conduct daily communications with the University's representatives to discuss any shortages and needed substitutions.

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

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

3.8.7.5 Resolve any problems with the delivery schedule.

- 3.8.7.6 As needed, conduct weekly meetings with University personnel to discuss areas of concern.
 - 3.8.7.7 Work with the University's representatives to develop agendas for periodic business reviews.
 - 3.8.7.8 Recommend special programs, promotions and new product ideas that would be helpful to the University.
 - 3.8.7.9 Introduce and/or demonstrate and/or sample new products to University personnel including customer panels.
 - 3.8.7.10 Coordinate and/or conduct samples in specification and product evaluation.
 - 3.8.7.11 Assist with product research for new concepts and products as they are introduced.
 - 3.8.7.12 Coordinate all special or proprietary orders.
 - 3.8.7.13 Coordinate University contract pricing and weekly and monthly price updates.
 - 3.8.7.14 Coordinate the distribution of all needed reports and communications between the University and the vendor.
 - 3.8.7.15 Handle all University concerns or inquiries about any products and/or services.
 - 3.8.7.16 Identify and coordinate the vendor resources to ensure that the University receives the maximum value in products and services.
 - 3.8.7.17 In a planned, organized and effective manner, responds to all requests for action and information in a complete and timely manner. Oversee the entire Contract and devote as much time as necessary to maintain a smooth and efficient relationship.
 - 3.8.7.18 Assist with POS and marketing materials for promotions.
- 3.8.8 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.

- 3.8.9 Respondent shall describe compliance with specifications for all sections above including:
- 3.8.9.1 A description of its 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.
 - 3.8.9.2 An elaboration on how each of the points would be addressed.
 - 3.8.9.3 An organizational chart which includes and DSR(s) assigned to the University and other key vendor personnel involved in the management of the Organic and Natural Foods and Supplies Vendor program, their positions in the organization and their resumes.
 - 3.8.9.4 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.
 - 3.8.9.5 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.
 - 3.8.9.6 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.
 - 3.8.9.7 Email addresses and cell phone numbers shall be provided for any vendor personnel assigned to the account.
- 3.8.10 Telephone Access: A toll-free telephone number must be available for order placement and customer service.
- 3.8.11 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
- 3.8.12 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.
- 3.8.13 Delivery Outages: Delivery outages must be held to a maximum of 2% with all substitutes having to be approved prior to delivery.
- 3.8.13.1 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.

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

3.8.13.3 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.

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

3.8.14 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.

3.9 Store Development

Provide a summary of services available to develop new stores.

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

3.9.2 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.

3.9.3 Store Growth: Describe how your company can help make the convenience stores successful for the UCONN community.

3.10 Market Basket

3.10.1 Please supply prices for Market Basket in Form of Proposal, based on your cost percentage. These prices will be weighted according to usage and used as the price component of the evaluation process.

3.10.2 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

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

3.10.4 Vendors must supply a list of product items from Market Basket that can not be supplied.

3.10.5 If more than one acceptable brand is being bid on, please specify the brand you are bidding.

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

3.10.7 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.

3.10.8 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 3/25/2013.

Example – cost to distributor on 3/35/2013	\$10.00
Freight if any	\$.70
Delivered cost	\$10.70
Cost plus markup – 10%	\$ 1.07

Price to University	\$11.77

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

3.11 Price List/Order Book

3.11.1 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.

3.11.2 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.

3.11.3 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.

3.12 Payment Terms

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

3.13 Delivery Requirements

3.13.1 The vendor will be responsible for the delivery of the products in first-class condition to the specified location(s) in accordance with good commercial practice.

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

3.13.3 Pallets will be picked up on request.

3.14 Safety

The contractor shall provide all necessary safeguards for safety and protection, as set forth by the State of Connecticut, the United States Department of Labor Occupational Safety and Health Administration.

3.15 Responsibility for Those Performing the Work

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

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

3.15.3 The contractor shall dismiss incompetent or incorrigible employees from the project when so determined by the University, and such persons shall be prohibited from returning to the work site without written consent from the University.

3.16 Work Site Conditions

Unless directed otherwise by the designated University representative, the contractor shall perform work under this contract in such a manner as to not to interrupt or interfere with the operation of activities within the buildings and surrounding University facilities.

3.17 Work Site Damages

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the contractor's expense, except such as may be directly due to the sole negligence of employees of the University.

Section IV Terms & Conditions

Please note:

The language provided in Section IV, Terms and Conditions, has been established by the Attorney General's office of the State of Connecticut. The University of Connecticut, as an agency of the State, must adhere to these terms and is not authorized to alter the language.

4.0 Prevailing Law

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

4.1 Statutory/Regulatory Compliance

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

4.2 Remedies Upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.

4.3 Collection for Default

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

4.4 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.

4.5 Indemnification

The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of any Contract resulting from this solicitation.

4.6 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.

4.7 Contract Termination for Cause

The University may terminate any resulting contract for cause by providing a *Notice to Cure* to the contractor citing the instance 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.

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

4.7.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of the *Notice to Cure* by the contractor, the University reserves the right to terminate the contract at that time by written notice of such termination.

4.7.3 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 at that time by written notice of such termination.

4.7.4 The University will be obligated only for those goods or services rendered and accepted prior to the date of Notice of Termination.

4.7.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.

4.8 Contract Termination for Convenience:

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

4.8.2 If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

4.9 Assignment/Modification

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

4.10 Promotion

Unless specifically authorized in writing by the University on a case by case basis, vendor shall have no right to use, and shall not use, the name of The University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of 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 agreement such items as are hereby contracted by the University.

4.11 Campaign Contribution Restrictions

For all State contracts as defined in Public Act 10-1 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.

4.12 Ethics and Compliance Hotline

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.

4.13 Ethical Considerations

Respondent hereby certifies 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.

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.**

4.14 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.

4.15 Connecticut General Statutes Sections 4a-60 and 4a-60a

Non-discrimination. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

- (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and

"contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (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, gender identity or expression, mental retardation, mental disability 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

- (c) 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.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section 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 Connecticut General Statutes §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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (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 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 Connecticut General Statutes § 46a-56; and (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 Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

Section V Storrs Campus Information

5.0 Vehicles on Campus

To safeguard the students, faculty and staff, as well as to maintain the aesthetic beauty of the University, vendors must take note of the following rules and considerations that must be followed when making deliveries or service calls on campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure safety. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day **Pedestrians have the right of way at all times.**
- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the on-going construction/renovation projects and pedestrians on campus.
- Driving on sidewalks, unless otherwise posted, is prohibited. Violators will be ticked 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.
- It is preferable that deliveries to any facility loading dock be made utilizing a maximum sized 24', 6-wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time.

5.1 Parking Information and Guidelines:

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.
- 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 call (860) 486-6267 for the North Garage or call (860) 486-9088 for the South Garage
- 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.

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

5.2 Accommodations

In support of this solicitation opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complimentary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays.

Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

Section VI
Submittal of Proposal

- 6.0 Each firm, by submitting an offer, represents that the firm has:
- 6.0.1 Read and completely understands the documents and attachments thereto.
 - 6.0.2 Is familiar with the conditions under which goods and/or services are to be provided, including availability and cost of goods, labor, and shipping and inside delivery to the location specified.
 - 6.0.3 Understands and agrees that all offers must conform to the instructions and conditions contained herein to receive consideration.
- 6.1 Submittal Format
- 6.1.1 Each Respondent must respond to, and be capable of, supplying all services outlined in the RFP specification.
 - 6.1.2 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.
 - 6.1.3 Each respondent should include in its 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.
 - 6.1.4 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.
 - 6.1.5 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.
 - 6.1.6 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.
 - 6.1.7 All required signatures must be affixed where applicable.
- 6.2 Form of Proposal
- Respondents must complete all sections of the *Form of Proposal*. **Please note that the spaces provided for acknowledgement of addenda may be left blank if no addenda are issued.**
- 6.2.1 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 shall be typed or printed below the signature.
 - 6.2.2 All erasures or corrections shall be initialed by the person(s) signing the proposal.
 - 6.2.3 Pricing shall be provided on the *Market Basket* in accordance with Paragraph 3.10.

6.3 Information Requirement

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 described 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.

6.4 Exceptions

The vendor shall clearly state, in the response, any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the vendor will be held responsible for compliance with all requirements listed herein. Respondents shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in this document.

6.5 Bidder’s Qualification Statement / References

Complete all portions of the *Bidder’s Qualification Statement*

6.5.1 Provide five (5) references of institutions with which you have similar contracts. At minimum, two educational institutions must be of the size and scope of the University. The University reserves the right, but is not obligated to, contact and review the Organic and Natural Foods and Supplies Vendor program of any institution identified by any respondent as a reference.

Provide the customer's name, the name of a contact person, an e-mail address and a telephone number for each reference. **Reference checks will be performed electronically: please notify your references of this future electronic transaction.**

6.5.2 Respondent must identify the individual(s) it anticipates will represent the Vendor in developing and implementing the Contract. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

6.6 Bidders Contract Compliance Monitoring Report

Respondents are required to submit the completed 2-page form for the State of Connecticut regardless of their location.

6.7 Insurance Requirements and Surety

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

6.7.1 Commercial General Liability- \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

- 6.7.2 Automobile Liability- \$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned vehicles used by or for the Contractor in any capacity in connection with carrying out this contract.
- 6.7.3 Workers Compensation and Employers' Liability- Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee and \$500,000 disease-policy limit.
- 6.7.4 Minimum Scope of Insurance- 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 filed with the University Procurement Services Department on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The University shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.
- 6.7.5 The awarded contractor must provide the University Procurement Services Department with a current insurance certificate. The awarded contractor shall carry insurance during the term of this contract according to the nature of the work to be performed to "save harmless" the University from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employee of either the contractor or subcontractor in providing services of this contract.

6.8 Non-discrimination Certification

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

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

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information.

6.9 Signature Authorization Documentation (Mandatory Submittal):

Signature authorization documentation must be included in your response under the following guidelines in reference to the individual signing the *Form of 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>

Please select an appropriate format to be included in your submittal.

6.10 Multiple Offers

The University is seeking offers that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.

6.11 Submittal of Proposals

6.11.1 An original and an electronic copy (CD or USB Flash Drive) of the response must be submitted to:

**The University of Connecticut
Purchasing Department
Attn: Cathleen G. Paquette
3 North Hillside Road, Unit-6076
Storrs, CT 06269-6076**

no later than **2:00 P.M. local time, on April 4, 2013**. Offers must be submitted in a sealed parcel identified with the name and address of the firm and the designation "**SEALED BID - #CGP030813 "Organic and Natural Foods Supplies Provider"**"

6.11.2 Each firm shall be solely responsible for the delivery of their response to the University at the place and before the time as specified. No oral, telephonic or telegraphic responses will be accepted. If a response is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open the responses shall decide when the specified time has arrived and no response received thereafter will be considered. Any response received after the time specified for the receipt of Responses shall not be considered and shall be returned unopened.

6.11.3 The complete response to this solicitation shall include the following documentation:

- 6.11.3.1.1 Form of Proposal / Market Basket
- 6.11.3.1.2 Point-by-Point response including all required info and/or documentation
- 6.11.3.1.3 Summary of any exceptions
- 6.11.3.1.4 Bidder's Qualification Statement/References
- 6.11.3.1.5 Bidder Contract Compliance Monitoring Report
- 6.11.3.1.6 Certificate of Insurance
- 6.11.3.1.7 Non-discrimination Certification
- 6.11.3.1.8 Anti-Collusion Affidavit
- 6.11.3.1.9 Connecticut Economic Impact Form
- 6.11.3.1.10 Signature Authorization document

PLEASE SUBMIT DOCUMENTATION IN THE ORDER LISTED

6.11.4 At the specified time stated, 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.

6.12 Incomplete Packages

Failure to provide all information requested in the RFP shall be cause to reject an offer as non-compliant.

6.13 Obligations

The contents of the RFP and any clarification thereto submitted by the successful firm shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

6.14 Review of Proposals

6.14.1 The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and/or services in an expeditious and workmanlike manner. The University reserves the right to reject any response if the evidence submitted by, or investigation of, such vendor fails to satisfy the University that said vendor is properly qualified to carry out the obligations of the contract.

6.14.2 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 contract. The University will be the sole judge of the suitability of the proposed products and/or services vendor.

6.15 Requests for Clarification by the University

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

6.16 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

6.16.1 A proposal shall not be modified, withdrawn or canceled by the respondent for a sixty (60) day period following the time and date assigned for the receipt of responses and the respondent so agrees in submitting a proposal.

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

6.17 Ownership

6.17.1 Unless otherwise noted elsewhere in this document, all materials submitted in response to this solicitation shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation that would further define or expand the contractual relationship of the University and the successful firm.

6.17.2 The laws of the State of Connecticut require that the contents of all responses be placed in the public domain and be opened to inspection to interested contained in all responses received; however, respondents should be aware that all materials associated with this solicitation or resulting contract are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations and interpretations resulting therefrom.

6.18 Non-acceptance

Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers 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.

6.19 Disqualification

The University reserves the right to consider as acceptable only those responses submitted in accordance with all of the requirements set for herein, and which demonstrate an understanding of the scope of the work. Note: Any response offering any terms and conditions other than those included in this document may be disqualified without further notice.

A respondent may be disqualified and their response automatically rejected for any one or more of the following reasons:

- The response shows any non-compliance with applicable law.
- The response is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning
- The response has any provision(s) reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The respondent is debarred or suspended.

**Section VII
Award**

7.0 Method of Award

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Each proposal will be evaluated by using points-earned matrix. The importance given to each element is represented proportionately by the respective weight assignments.

The award shall be made to the most responsive and responsible supplier offering the best value and most economical proposal based on the matrix scores as determined by the University. All vendors, in 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.

7.1 Evaluation

All proposals will be evaluated by using the following criteria :

Criteria	Weight
Demonstrated experience or ability in providing the full range of Convenience requirements.	20 Points
Ability to meet the requirements outlined in Section III	15 Points
Compliance with terms and conditions set forth in the RFP	5 Points
Demonstrated satisfaction of previous clients	30 Points
Price (from Market Basket)	30 Points
Maximum Score	100 Points

The University reserves the right to conduct any test it may deem advisable to make accurate evaluations.

7.2 Presentation

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

7.3 Proposal Qualification Data

The University reserves the right to request additional information or clarification on any matter included in the proposal. If necessary to evaluate respondent qualification, respondent may be requested to furnish information on the following items:

- 7.3.1 Financial resources.
- 7.3.2 Personnel resources.
- 7.3.3 Executives and key person resumes.
- 7.3.4 Ability to meet delivery and service schedules.
- 7.3.5 Ability to meet specifications quality requirements.

7.4 Award Negotiations

The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP. The University may elect to conduct negotiations with the highest ranked respondents for purposes which include:

- 7.4.1 Resolving minor differences and informalities
- 7.4.2 Clarifying necessary details and responsibilities
- 7.4.3 Emphasizing important issues and points
- 7.4.4 Receiving assurances from respondents
- 7.4.5 Exploring ways to improve the final contract

7.5 Contract Award

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.

7.6 Performance Reviews

Any firm awarded a contract pursuant to this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the firm's performance relative to timeliness, accuracy, quality, and cost competitiveness.

7.6 Assignment/Modification

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

7.7 Contract Document

The University's "Purchasing Agreement" document will serve as the final executed contract between the University and the awarded Contractor(s). A sample copy of the form is located in APPENDIX B. The form will be populated after the selection process and any necessary negotiations are completed. This document will require approval from the Office of the Attorney General of the State of Connecticut.

Cover Page for Submittal

University of Connecticut
RFP #CGP030813
Organic and Natural Foods Supplies Provider

Due: April 4, 2013

(Vendor Name)

The following documentation is attached hereto as part of this submittal

- _____ Form of Proposal / Market Basket
- _____ Point-by-Point response and information requested
- _____ Summary of Exceptions (if any)
- _____ Bidders Qualification Statement/References
- _____ Bidder Contract Compliance Monitoring Report
- _____ Certificate of Insurance
- _____ Non-discrimination Certification
- _____ Anti-Collusion Affidavit
- _____ Connecticut Economic Impact Form
- _____ Signature Authorization Documentation

To allow for the effective evaluation of responses, bidders are requested to submit documentation in the order listed. Hardcopies may be presented in a 3-ring binder or unbound. An electronic copy of the response is also required.

Form of Proposal
#CGP030813
Organic and Natural Foods Supplies Provider

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

April 4, 2013

1. The undersigned firm, in response to your Request for Proposal for the above referenced contract, having examined the RFP, hereby proposes to provide Organic and Natural Foods Supplies in accordance with the specifications in the document.

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

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

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Payment terms: _____
6. Pricing : Complete the *Market Basket* on pages 35
7. This firm is a: ___ Corporation ___ Partnership ___ Sole Proprietorship ___ Joint Venture ___ Other
8. This firm is Certified by the State of Connecticut as: ___ WBE ___ MBE ___ Set Aside
(Include a copy of your certificate, if applicable)

Signed this _____ day of _____, 20____

Firm Name: _____

Address: _____

F.E.I.N. or Soc. Sec. #: _____

Telephone # _____ Fax # _____ E-mail: _____

Authorized Signature _____

Print Name/Title: _____

Form of Proposal
#CGP030813
Market Basket

DESCRIPTION	BRAND	UNIT	PACK	UNITS	NET PRICE	EXTENDED PRICE	% MARK-UP
MICROWAVE ENTREES							
Macaroni & Cheese	AMY'S	ones	9 oz	50			
MISCELLANEOUS							
Silk QT Vanilla	SILK	BX6	32oz	60			
OV stringles	Organic Valley	BX24		100			
SIFC Fruit Leather	Stretch Island Fruit	BX30		400			
Annie Fruit Snack	Annie's	BX18		140			
CHIPS							
Pirate Booty	Pirate's Booty	BX12		200			
YogaChips	Yoga Vive	BX6		150			
Pop Chips	Pop Chips	BX12		40			
BARS							
Clif Build Choc	Clif	BX12	2.4 oz	150			
Clif Choc Chip	Clif	BX12	2.4 oz	400			
Clif Luna Lmn Zest	Clif	BX15	2.4 oz	200			
18 Rabbit Fig	18 Rabbit	BX12		80			
GROCERIES							
Rice organic white	Lundberg Farm	bag	25#	100			
Rice organic brown	Lundberg Farm	bag	25 #	100			
Beans great northern organic		bag	25#	10			
Seeds Pumpkin organic	Bulk K	bag	27#	10			
Pancake mix GF	Bob's	cs	4/22 oz	10			
Flour White Rice	Bob's	bag	4/24 oz	50			
Flour, OGI Bread Artisan	Bulk C	bag	25#	50			
Flour, OGI WW Bread	Bulk C	bag	50 #	50			
Sugar OG2 Cane	WHLSCM	Bag	25#	50			
Puffins cereal	Barb	cs	12/10 oz	20			
Bread crumbs	Gilian	cs	12/12 oz	10			
Chocolate chips OG2 Semi	SunSpr	cs	25#	10			
FROZEN							
Bagel GF Plain 4pk	UDI	cs	8/14 oz	30			
Bagel GF grain 4 pk	UDI	cs	8/14 oz	30			
Waffles Blue WF, GF	Van's	cs	12/9 oz	25			
Buns Hamburg	UDI	cs	8/4pk	20			
Buns Hot Dog	UDI	cs	6/12.9 oz	15			
Burrito Brown Rice	Amy's	ones		25			
Pizza Cheese	Amy's	ones		25			

BIDDER'S QUALIFICATION STATEMENT

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

1. Indicate exactly the name by which this organization is known:

Name _____.

2. How many years has this organization been in business under its present business name?

Years? _____.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. _____

2. _____

3. _____

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____

Years? _____

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

6. **Provide names** all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years/supervisor	Telephone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(Attach additional sheet if necessary)

8. Proposals should include five institutions where your organization is currently providing Organic and Natural Foods and Supplies 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.

Reference #1

Company/Institution

Contact Telephone No.

Title E-Mail

Reference #2

Company/Institution

Contact Telephone No.

Title E-Mail

Reference #3

Company/Institution

Contact

Telephone No.

Title

E-Mail

Reference #4

Company/Institution

Contact

Telephone No.

Title

E-Mail

Reference #5

Company/Institution

Contact

Telephone No.

Title

E-Mail

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 20 _____

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Signature _____ E Mail: _____

(Print Name) _____ Title : _____

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

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 A 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 fifteen 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) (Page 2)

<p>MANAGEMENT: 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.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: 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.</p> <p>COMPUTER SPECIALISTS: 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</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: 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.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: 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.</p> <p>CONSTRUCTION AND EXTRACTION: 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..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: 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.</p> <p>MATERIAL MOVING WORKERS: 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.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -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__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	

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__	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__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? 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__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	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__
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__	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__
--	--

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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 (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

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)
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EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

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

_____, being first duly sworn, deposes and says:
(Type or print name)
that he or she is the _____ of
(Type or print title)

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

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

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

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

Signed:

Name: _____
Title: _____

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

Notary Public (Notarial Seal)

Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

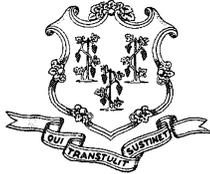
Annual Payroll Paid to Connecticut State Residents: _____

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): _____

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

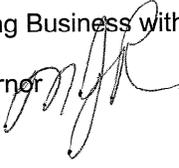
Amount paid to Major partners or suppliers in Connecticut: _____



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

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

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

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

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

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

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

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

APPENDIX A

CERTIFIED RESOLUTION

I, (*name of Secretary*), Secretary of (*name of corporation*), a corporation organized and existing under the laws of the State of _____ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on _____, 200__, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That (*name of officer*), (*office held e.g. president, vice president, etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver contracts on behalf of the Company.

[or if the signatory has received authorization specifically for the UConn contract, use the paragraph below and delete the paragraph above (including this internal note)]

RESOLVED: That (*name of officer*), (*office held e.g. president, vice president, etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain contract with _____ the University of Connecticut for (*general description of services*) and to affix the corporate seal *[if applicable]*.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this _____ day of _____, 200__.

[or, if the corporation has no seal use the paragraph below and delete the paragraph above (including this internal note)]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of, 200__. The Company has no corporate seal.

(Name), Secretary

(Corporate Seal or "L.S. ")

APPENDIX B

University of Connecticut



Purchasing Agreement
for

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

University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter "**University**"

and

hereinafter "**Contractor**"

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. **Indemnification.**
The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 2.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.6. **Non-discrimination** (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (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, gender identity or expression, mental retardation, mental disability 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

(c) 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.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section 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 Connecticut General Statutes §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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (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 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 Connecticut General Statutes § 46a-56; and (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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

- 2.7 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.
- 2.8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 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.
- 2.9. Termination for Cause. The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will 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 will 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 at that time by written notice of such termination.
 - (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 at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.10. Termination for Convenience.
- (a) The University may terminate this Contract in whole or in part whenever, 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) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor _____ days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.11. 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.
- 2.12. 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.
- 2.13. 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>
 - (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>
 - (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: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

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

UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (As to Form)

By: _____

Date: _____

Print Name: _____

Title: _____

Form Rev. 7/19/2011

SAMPLE

APPENDIX C

UNIVERSITY OF CONNECTICUT

DIRECTIONS TO PURCHASING (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—this 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.