



REQUEST FOR QUOTATION

for

Health and Beauty Products

for

**UNIVERSITY OF CONNECTICUT
STORRS, CONNECTICUT**

RFQ# LP090716

Date of Release: September 7, 2016

Bid Opening: October 07, 2016 @ 2:00 PM (EDT)

Firm's Name

**Lou Priest Jr.
Purchasing Agent
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
Fax: (860)486-5051
Email: lou.priest_jr@uconn.edu**

Introduction

The University of Connecticut, Division of Dining Services is seeking qualified vendor(s) to provide health and beauty products at the Convenience Store located in the Student Union at the University of Connecticut in Storrs as well as the needs of the Regional Campuses located at Avery Point, Hartford and West Hartford, on an "as needed" basis. The expected yearly expenditure is approximately \$30,000. Because requirements cannot be predicted with any degree of accuracy, any contract resulting from this RFQ will not guarantee a specific amount of business or income. It should be noted that any contract resulting from this RFQ will not be an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed to be in its own best interest.

The University of Connecticut's Department of Dining Services (DDS) is located in Storrs, CT. The University of Connecticut, Department of Dining Services provides meals to approximately 11,500 resident students, seven (7) days a week. Facilities include eight (8) dining hall locations around the perimeter of the campus, a football training facility, seven (7) cafes, a food court, a restaurant, a central production kitchen, a central bakery, a catering facility and one (1) convenience store and two (2) food trucks. During the school year, approximately 180,000 meals are served weekly for an annual total of approximately 5.75 million meals.

In soliciting bids, it is the University's intent to establish a single primary source for these services not covered by specific warranties. If, in the University's opinion, savings can be realized by using additional service providers, the University will reserve the right to do so. The University will also reserve the right to negotiate by line item prior to any award and place orders in any manner deemed by the University to be in its best interest. The University reserves the right to make multiple awards resulting from this Request for Quotation should it believe that it would be in its best interest to do so.

Section 1
Terms and Conditions

1.0 Errors

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

1.1 Clarifications

A bidder requiring clarification or interpretation of the RFQ shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of bids via facsimile to (860) 486-5051, via e-mail at lou.priest_jr@uconn.edu or mailed to:

Lou Priest Jr.
Purchasing Agent
University of Connecticut
Purchasing Department
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076

1.2 Payment Terms

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

1.3 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.

1.4 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.

1.5 Exceptions to Specifications

The vendor shall clearly state, in the bid, any exceptions to or deviations from these specifications; otherwise, the vendor will be held responsible for compliance with all specifications listed herein.

1.6 Obligations

The contents of the Request for Quotation (RFQ) and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

1.7 Additional Costs

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

1.8 Warranty

The vendor shall unconditionally warrant all products as being free from defects and capable of performing to the requirements of this bid when operated by the University within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance on parts specified hereunder, the

contractor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University.

1.9 Award

1.9.1 Contract award will be based on the lowest overall cost to the University. The costs shall be determined after considering the list prices given and the respective discount/markup offered delivery, transportation, insurance, and any associated administrative fees.

1.9.2 The selected Bidder shall, within ten (10) calendar days after receipt of a "Notice of Award" enter into a written contract with the University.

1.9.3 The RFQ, the awardee's response and the official purchase order shall represent the entire agreement between the parties.

1.10 Acceptance

The University reserves the right to reject any or all bids submitted for consideration in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served. Non acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected. Firms whose bids are not accepted will not automatically be notified. However, after a contract has been awarded, or after all bids have been rejected, all bidding documents will be placed in the public domain and made available for inspection by interested parties.

1.11 Prevailing Law

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

1.12 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 contractor'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.

1.13 Minor Technicalities

The University reserves the right to reject any or all bids submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected.

1.14 Contract Award

1.14.1 In soliciting quotations, it is the University's intent to establish a primary source for providing these services to the University of Connecticut. However, the University reserves the right to make multiple awards resulting from this request for quotation. The lowest responsive bidder will become the University's primary vendor. However, if at any time service is needed and cannot be provided by the primary vendor within the desired time frame the University will reserve the right to procure service from secondary or tertiary respondents.

1.14.2 Once a contract is issued the University will place orders on an “as needed” basis. All Health and Beauty Products must be available and delivered within 1 week of placing the order. If items cannot be delivered within this time frame, the vendor must notify Dining Services in writing at the time of order placement.

1.15 Value

1.15.1 The expected yearly expenditure is approximately \$30,000.00. This information is provided for informational purpose only and should not be construed as a commitment by the University to purchase any specified quantities. Orders will be placed on an “as needed” basis only.

1.15.2 Because the volume of purchases cannot be predetermined, any contract resulting from this RFQ will not guarantee a specific amount of business, or income. It should also be noted that any contract resulting from this RFQ will not be an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.

1.16 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 which may result from this request for bid.

1.17 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.

1.18 Collection for Default

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

1.19 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.

1.20 Indemnification

1.20.1 The respondent agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney’s fees which the State may incur or sustain by reason of the failure of the respondent to fully perform and comply with the terms and conditions of any contract resulting from this RFQ.

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

1.21 Freight

Unless otherwise noted, all prices shall include delivery and transportation charges fully pre-paid F.O.B. Destination. No extra charges for fuel, packing or packages will be allowed. There will be no minimum order amounts.

1.22 Pricing

All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

1.22.1 Price increases are based on documented changes in the vendors net cost of products or other discounts allowed and,

1.22.2 Prices quoted in response to this Request for Quotation 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 bid document and,

1.22.3 The University Purchasing Department is notified of the increase a minimum of thirty (30) 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.

1.23 Acts of God

Whenever a vendor's place of business, mode of delivery, or source of supply has been disrupted by strike, act of God, or any other disruption it shall be the vendor's responsibility to promptly notify the University Purchasing Department. The University may elect to cancel all orders on file with the vendor and place said orders with another source.

1.24 Responsibility for those Performing the Work

The vendor shall be responsible for the acts and omissions of all the vendor's employees. The vendor shall at all times enforce strict discipline and good order among the vendor's employees and shall not employ any unfit person or anyone not skilled in the task assigned. Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such persons shall be prohibited from returning to the work site without written consent from the University.

1.25 Safety

The successful bidder 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, and any other government body with jurisdiction pertaining to the performance of any contract resulting from this bid.

1.26 Non-Appropriation of Funds

Notwithstanding any other provision of this RFQ 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 written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; 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.

1.27 Insurance: The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:

a.	Workers' Compensation:	Statutory limits
b.	Employers' Liability:	\$100,000 each accident
	Bodily injury by accident:	\$100,000 each employee
	Bodily injury by illness:	\$500,000 policy limit

2. Commercial General Liability:	\$1,000,000 each occurrence
Combined single limit:	\$2,000,000 annual aggregate

3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):	
Combined single limit:	\$1,000,000 each occurrence

4. Umbrella Liability:	\$2,000,000 each occurrence
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5. Professional Services Liability Insurance: (If Applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under Section 3.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

All required insurance policies will be issued by an insurance company or companies satisfactory to the University and the Certificate of Insurance will contain a provision that coverage's will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, agents and employees, as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this

Section will be filed with the University prior to the time this Contract is executed on behalf of the University. The certificate for commercial general liability insurance and automobile liability insurance will also designate the University and the State of Connecticut as an additional insured. 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.

1.28 Ethical Considerations:

The proposing vendor must certify that no elected or appointed official or employee or student of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFQ, 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.**

1.29 Executive Orders of the Governor:

Any Agreement subsequent to this RFQ 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.

1.30 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, 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 this section and to post copies of the notice in conspicuous places available to employees and applicants for 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 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.

1.31 Contract Termination for Cause: The University may terminate any resulting 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.

1.31.1 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.

- 1.31.2 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 Contract at that time by written notice of such termination.
- 1.31.3 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.
- 1.31.4 The University will be obligated only for those goods or Services rendered and accepted prior to the date Notice of Termination.
- 1.31.5 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.

1.32 Termination for Convenience

- 1.32.1 The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- 1.32.2 This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 3.4 unless cancelled by the University, by providing the Contractor 30 days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

1.33 Whistle Blower Protection

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

1.34 SEEC Requirements

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

1.35 Smoking Policy

Reason for the Policy

The University of Connecticut recognizes that tobacco use is a leading cause of preventable illness, disease and death in the United States and that exposure to second-hand smoke also contributes significantly to preventable illness, disease and death. This policy is in keeping with the University's goal to provide a safe and healthy working and learning environment and it ensures compliance with Connecticut General Statute 31-40q (d) and 19a-342.

Policy Statement

Smoking is prohibited:

1. In all University owned or leased buildings, facilities and vehicles.
2. Within 25 feet of all campus buildings, including residence halls [\[1\]](#).

Signage communicating this policy must be posted within 10 feet of all building entries.

Definitions

For the purposes of this policy, "smoking" includes all tobacco-derived or containing products, including and not limited to, cigarettes, electronic cigarettes, cigars, pipes and similar products.

Compliance

All University employees, students, visitors, guests and contractors are required to comply with this policy. Organizers of public events, such as conferences, meetings, public lectures, social events, and cultural events using campus facilities will be mindful of this Policy and encourage compliance.

Individuals in management or supervisory roles are responsible for communicating the policy to their employees and enforcing the policy in their respective area(s). Those rare instances where an individual refuses to comply with this policy after being warned by the appropriate University officials should be handled in accordance with the status of the individual involved as follows:

- Students should be referred to the Office of Community Standards for appropriate action. Please contact the Office of Community Standards at 860-486-8402 with questions.
- Employees should be dealt with by the appropriate supervisor through the application of progressive discipline in accordance with the applicable collective bargaining agreement. Please contact the Office of Faculty & Staff Labor Relations, 860-486-5684 with questions concerning how to deal with employee violations of this policy.
- Contractors should be referred to their respective employers, Project Managers and/or Procurement for appropriate action. Contact Procurement Services at 860-486-2619 with questions.

No person who makes a complaint of a violation of this policy or who furnishes information concerning a violation of this policy shall be retaliated against in any manner.

Enforcement

Violations of this policy may result in appropriate disciplinary measures in accordance with University By-Laws, General Rules of Conduct for All University Employees, applicable collective bargaining agreements, and the Student Code.

For all new construction/major renovation buildings that will be registered for Leadership in Energy & Environmental Design (LEED) certification, smoking is prohibited in the building AND outside of the building except in designated exterior smoking areas. Those designated areas must be located at least 25 feet away from building openings (entries, windows, air intakes). For more information on the University's commitment to sustainable design and construction, visit <http://policy.uconn.edu/?p=3543>.

1.36 Parking Information

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

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

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

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

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

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

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

Visitor Parking

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

Load Zones

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

<http://www.park.uconn.edu/Parking2.html>

Section 2 Supplemental Terms & Conditions

2.0 Qualification of Bidders

- 2.0.1 The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and/or services and to perform in an expeditious and (workmanlike) manner. The University reserves the right to reject any bid if evidence submitted by, or gained through investigation fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any ensuing contract.
- 2.0.2 Bids will be considered from vendors with a demonstrated history of successfully providing similar goods or services to other institutions of higher education or private sector Corporation with similar volumes and needs.
- 2.0.3 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 bid.
- 2.0.4 The University will reject any bid and void any award resulting from this RFQ to a vendor who makes any material misrepresentation in their bid.
- 2.0.5 The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their bid.

2.1 References

All offers shall include three (3) references currently using commodities of the type being offered. At a minimum, the customer's name, the name of a contact person, a telephone number and email address shall be provided. **Email addresses must be included as reference checks will be performed electronically.** References to be provided in Section 6, item 8.

2.2 Information Requirement

Any catalogs or price sheets that pertain to this RFQ must be included for this bid to be deemed responsive.

2.3 Substitute Products/Approved Equal
Alternate or approved equals are not acceptable.

2.4 Contract Term

2.4.1 The University is seeking a contract for the period of October 30, 2016 through June 30, 2019 with an option to extend for two (2) additional one (1) year terms or parts thereof. Said option will only be exercised upon satisfactory performance and by mutual written consent of both parties.

2.4.2 Such intent to extend shall be conveyed to the vendor(s) in writing no less than thirty (30) days prior to the effective date.

**Section 3
Submittal of Bids**

3.0 Submission of Bids

Each firm, by submitting a bid, represents that the firm has:

3.0.1 Read and completely understands the RFQ documents and attachments thereto.

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

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

3.0.4 Submission of an original and one (1) electronic copy (on a CD or Flash Drive) of the proposal is required. Your bid must be submitted in a sealed package to:

Lou Priest Jr
Purchasing Services
3 Discovery Drive, Unit 6046
Storrs, CT 06269-6046
lou.priest_jr@uconn.edu

Labeled: RFQ No. LP090716 "Health and Beauty Products"

On or before 2:00 P.M. Eastern Daylight Time, Friday, October 7, 2016

Any proposal received after the time specified for the receipt of proposals shall not be opened or considered and will be marked "LATE BID" and shall be returned unopened.

RFQ SCHEDULE

DUE DATES*

RFQ Issue /Release

9/07/2016

Written Inquiries from RFQ Participants

9/15/2016

University Response to Bidder Questions

9/22/2016

Bid Due Date and Time

10/07/2016 @ 2:00 PM (EDT)

*Subject to change as deemed necessary by the University.

3.0.5 No responsibility will be attached to any person for the premature opening of any bid that is not properly identified.

3.0.6 The complete response to this Bid shall include the following documentation:

3.0.6.1 One original along with a CD or flash drive containing the entire proposal (in .pdf format)

3.0.6.2 Form of Bid,

3.0.6.3 List of exceptions to specifications or terms and conditions (if any),

3.0.6.4 Completed Bidder Contract Compliance Monitoring Report,

3.0.6.5 Bidders Qualification Statement,

3.0.6.6 CCPG Form (optional)

3.0.6.7 OPM Affidavits Forms 1 and 5

3.0.6.8 University Code of Conduct Form

3.0.6.9 Non-Collusion Affidavit

3.0.6.10 Connecticut Economic Impact Form

3.0.6.11 Non-Discrimination Certificate Form C

3.1 Incomplete Information

Failure to complete or provide any of the information requested herein, including all requested literature, detailed performance and operating specifications and/or additional information as indicated, may disqualify a vendor for reasons of non-responsiveness.

3.2 Modification Or Withdrawal Of Bids Will Be Executed As Follows:

3.2.1 A bid shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of bids and the bidder so agrees in submitting a bid.

3.2.2 Prior to the time and date assigned for receipt, bids 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 bids. Withdrawn bids may be submitted up to the time designated for receipt of bids provided they are then fully in conformance with these terms and conditions.

3.3 Bid Medium

No oral, telephonic or telegraphic bids or modifications thereof, will be considered. If a bid is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

3.4 Multiple Bids

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

3.5 Erasures or Corrections

All erasures and/or corrections shall be initialed by the person(s) signing the bid.

3.6 Bid Ownership

All bids, at bid opening will become the property of the University of Connecticut and will not be returned.

3.7 Public Domain

State of Connecticut laws require that at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld from such inspection(s) if clearly identified as such in the bid. Any dispute(s) concerning this condition will be referred to the Office of the Attorney General.

3.8 Premature Opening

No responsibility will be attached to any person for the premature opening of any bid which is not properly identified.

3.9 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by the University Purchasing Department in the form of a written addendum to all known holders of the BID documents. All addenda so issued shall become part of the contract documents and shall be acknowledged in the bid.

Section 4 Specifications

4.0 Specifications

It is not the intent of these specifications to rule out or eliminate any prospective bidder. If the materials or services you intend to bid do not comply with the specifications as written, you are instructed to attach to your bid quotation a complete itemization and explanation for each deviation or variation to the specifications. The University may, at its discretion, consider or deny any deviation and purchase the material which best suits its intended use. The bidder shall not purposely bid products or service of a lesser quality, which requires deviation from the specification, if the bidder can furnish the product or service which will comply with the minimum technical specifications. All items purchased must be in new unused condition and carry a full 1 year warranty against defects in quality and workmanship. Any pieces found unsatisfactory will be replaced at the vendor's expense.

4.1 Form of Bid

4.1.1 All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid.

4.1.2 Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for bid opening, will not be considered.

4.1.3 Prices should be stated in units of quantity specified, with packing and delivery to destination included. When unit prices are specified, prices and to be shown in words and figures when specified, in the event of a discrepancy between the prices written words and those in figures, the written price shall prevail.

4.1.4 All products ordered must be available and delivered within 1 week of placing the order. If products cannot be delivered within this time frame, the vendor must notify Dining Services in writing at the time of order placement.

4.1.4.1 Vendor must be willing to stock items needed on a regular basis. These items will be predetermined by Dining Services on a yearly fiscal basis.

4.2 Delivery

4.2.1 Delivery shall be in strict accordance with the instructions listed on each purchase order – direct to the ordering department premises as directed.

4.2.2 The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice.

4.2.3 The delivery tickets/invoices will reference the name of the Department of Dining Services location for which the item(s) were procured.

4.2.4 Vendor must be willing to stock items needed on a regular basis. These items will be predetermined by Dining Services on a yearly fiscal basis (July 1 through June 30).

4.2.5 Vendor must have the ability to provide next day delivery.

4.3 Sales Representation: The successful bidder must provide an inside sales representative who will be responsible for providing technical information regarding products for the end use.

4.4 Discount Schedule

Vendor must provide Manufacturers list price and the net price offered to the University as requested in Appendix A; please specify lead time as well. The net price offered shall be applicable to all available units of measure/pack sizes, regardless of the quantity ordered. All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

4.4.1 The net price offered shall be a discount off suggested Manufacturers list price and be applicable to all units of measure, regardless of the quantity ordered.

4.5 Order Placement

Once a contract is issued the University will place orders using blanket orders with releases issued by designated persons who will be identified in said orders. Purchase orders will be issued by the University of Connecticut Purchasing Department.

4.6 Invoicing: All invoices submitted must meet the requirements of the University. Invoices will be sent to:

Pattie Noren, University of Connecticut Dining Services, Commissary Warehouse,
30 Gurleyville Road Unit 4107
Storrs, CT 06269-4107
Pattie.noren@uconn.edu

4.6.1 Invoices shall provide adequate detail including the P/O number, and materials provided with appropriate discount. All items shall be broken out with line item detail and all required backup shall be attached.

The successful vendor must be able to accept payment by: **Conventional check or EFT (Automatic Deposit)**

4.7 Experience

The Proposer's background and experience in providing large quantities of Health and Beauty Products and must be substantiated and verified by present and former clients. Clients must be comparable in size and usage to the University of Connecticut. Higher education references are preferred.

**Section 5
FORM OF BID
RFQ# LP082416
University Contract for Health and Beauty Products**

To: University of Connecticut
Purchasing Department
3 Discovery Drive, Unit-6076
Storrs, CT 06269-6076

10/07/2016

1. The undersigned bidder, in response to your request for quotation for the above referenced contract, having examined the request for quotation, hereby proposes to provide the goods and services in accordance with the quotation attached hereto.

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

#1 _____ #2 _____ #3 _____
date date 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 ninety (90) 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 Schedule: **See Appendix a below** Please supply net pricing from manufacturer's list price. Please advise the discount being offered. Cost plus what %? This list below is only a representative sample of items the University will be purchasing, it is not all inclusive.

Appendix A

Description	Pack	UPC	List	Net Purchase Price
ADVIL CAPLET 24 CT	CS12	305730160209		
ADVIL MULTI DOSE 4 CAPS	BX6	366715970022		
ADVIL SINGLE DOSE 2 CAPS	BX6	366715970015		
AFRIN NASAL SPRAY .5 OZ	EACH	792554701631		
AIRBORNE ZESTY ORANGE 10CT	EACH	64786510010		
ALWAYS MAXI NITE W/WNG 14CT	EACH	037000600404		
ALWAYS MAXI SUPER LNG FLX 8CT	EACH	037000349686		
ALWAYS PANTILINER THIN REG 20CT	EACH	037000426899		
ALWAYS ULTRA THIN REG 22CT	EACH	037000661160		

AQUAFRESH EXTREME CLEAN TRAVEL SIZE	EACH	053100339914		
AUSSIE FLEXIBLE HOLD HAIR SPRAY 14 OZ	EACH	038785551004		
AVEENO BODY WASH 18 OZ	ONES			
AXE BODY WASH PHOENIX 12OZ	EACH	011111240933		
BAND-AID DRYFIT FLEXIBLE FABRIC 17 CT	EACH			
BARBASOL SHAVING REG 11 OZ	EACH	051009009341		
BAUSCH & LOMB RENU MULTI PURPOSE 4 OZ	EACH	310119031186		
BEN GAY ULTRA STRENGTH	EACH	074300005300		
BENADRYL KAPGELS 24 CT	EACH	312547170314		
BENADRYL S/D	BX6	312547170314		
BIC SEN/SKIN SHV 6'S	EACH	070330708266		
BLISTEX STICK MED.BALM.15 OZ	CS12	041388220611		
BLISTEX TUBE OINTMENT .21 OZ	EACH	041388-210216		
BURT'S BEE LIP BALM	CS12	792850140998		
BURT'S BEE LOTION 2.5 OZ	BX3	792850006607		
CARMEX 0.15OZ	EACH	792554620116		
CHAPSTICK LIP CLASSIC ORIGINAL	CS12	036600813313		
CHAPSTICK LIP MOISTURIZER TUBE .15 OZ	CS12	036600813313		
CHLORASEPTIC LIQ CHERRY 6 OZ	EACH	378112011031		
CLARITIN 5 CT	EACH	041100080226		
CLEAN LOGIC MESH BATH SPONGE	EACH	856091000364		
CLEARASIL DAILY PORE CLEANSING PADS 90 PADS	EACH	839977009200		
COLGATE TOOTHBRUSH SOFT	CS12	035000555007		
COLGATE TOOTHPASTE REG 3 OZ	CS12	035000509093		
COLGATE TOTAL CLEAN MINT 4.2 OZ	EACH	035000740021		
CONAIR BOBBY PINS 60 CT	EACH			
CONTACT COLD/FLU NON DROWSY 8 CT	EACH	346017024241		
CREST CAVITY PROTECT TPASTE 4.6OZ	CS12	037000003229		
CREST WHITEN + SCOPE 2.7 OZ	CS12	037000172819		
DOVE BODY MIST COOL ESSENTIALS 3 OZ	EACH			
DOVE BODY WASH SENSITIVE SKIN 12 OZ	EACH	011111221123		
DOVE DEODORANT 1.6OZ	EACH	079400500205		
DOVE DEODORANT ENERGIZING 2.6OZ	EACH			
DOVE SHAMPOO DAMAGE THERAPY 12OZ	EACH	079400866707		
DOVE WHITE BAR SOAP 3.5 OZ	CS12	011111614246		
EMERGEN-C TANGERGINE 2 PACK	BX30	792554780025		
EPT PREGNANCY TEST	EACH	363736652020		
EX-LAX PILLS UNFLAV 8 CT	EACH	300670003081		
G/S ALLERGY CAPLETS PINK 24CT	EACH	070030130152		
G/S BANDAGE CLEAR 3/4X3 30CT	EACH	180410-000835		
G/S DAYTIME LIQUICAPS PE 16 CT	EACH	846036006377		
G/S NIGHTTIME LIQUID COLD&FLU ORIGINAL 8 OZ	EACH	301130335346		
G/S TOOTHBRUSH MED 2 PACK	EACH	846036004311		
GARNIER FRUCTIS CONDITIONER DAILY CARE 1.7 OZ	EACH			
GARNIER FRUCTIS HAIR SPRAY SLEEK & SHINE 8.25OZ	EACH	603084001200		

GIL GOOD NEWS 3'S	EACH	047400110588		
GIL MACH 3 RAZOR	EACH	047400-648517		
GILL DAISY 5 PK	EACH	047400126527		
GILLETTE VENUS RAZOR	EACH	04740014036		
HAIR TIES ELASTICS BLACK 30CT	EACH	043194159765		
HALLS BREEZERS COOL BERRY 25'S	CS12	312546621596		
HALLS MENTHO LYPTUS 30'S	CS12	312546629363		
HEAD & SHOULDERS 6.8 OZ	BX3	037000187257		
HERBAL ESSENCE SHAMPOO 10OZ	EACH	381519055010		
IRISH SPRING 3PK BATH 15 OZ	ONES	035000141088		
IRISH SPRING BODY WASH 18OZ	EACH			
IVORY LIQUID HAND SOAP SOAP 7.5 OZ	ONES	037000304708		
J & J COACH ELASTIC BANDAGE ROLL	EACH	381370079286		
J & J DENTAL FLOSS MINT 55 YD	EACH	381370092179		
J & J FIRST AID TAPE CLOTH	EACH	381370048312		
J & J ROLLED GAUZE	EACH	381370088073		
KLEENEX TISSUE POCKET PACK	CS12			
LACTAID	EACH	300450910127		
LADY SPEED STICK POWDER 1.5 OZ	EACH	022200963695		
LIL NEC COMB POCKET	EACH	792554102001		
LIL NEC NAIL CLIPPER	EACH	792554104005		
LIL NEC TWEEZERS SLANT TIP	EACH	792554104043		
LISTERINE FRESHBURST 8.5 OZ	EACH	312547428200		
LUBRIDERM DAILY MOISTURE 3.3 OZ	EACH	052800488441		
LUSTER PINK OIL MOISTURE 8 OZ	EACH	038276005061		
MENNEN SPEED STICK REG 2.25 OZ	EACH	022200003247		
MIDOL COMPLETE CAPLET 16 CT	EACH	312843024717		
MUCINEX 600MG 20CT	EACH	363824008202		
MUCINEX DM S/D	BX6	366715972415		
NAIL POLISH REMOVER 6 OZ	EACH	011289000063		
NEOSPORIN OINTMENT TUBE 0.5OZ	EACH	300810730884		
NIVEA FOR MEN DOUBLE ACTION FACE WASH	BX3			
NOXZEMA TRIPLE CLEAN 6 OZ	EACH	087300560083		
OLD SPICE BODY WASH SPORT 18OZ	CS6	037000393160		
OLD SPICE DEODORANT FRESH 3 OZ	EACH	012044000243		
OLD SPICE DEODORANT RED ZONE PURE SPORT 2.6OZ	EACH	792554701617		
OPTI-FREE EXPRESS MULTI PURPOSE DISINFECT SOLUTION	EACH	300653144503		
PEPTO BISMOL 4 OZ	EACH	301490039045		
PERT PLUS SHAMPOO NORM 6.8 OZ	EACH	883484000878		
PLACKERS MICRO MINT 90 CT	EACH	651080196000		
PLAYTEX SPORT SUPER UNSCENTED 18CT	EACH	078300084808		
PLAYTEX TAMPONS DEO REG 8CT	EACH	078300084792		
PURELL 2 OZ	EACH	073852009385		
PURPOSE HYPOALLERGENIC BAR SOAP 3.6 OZ	EACH	381370034544		
Q-TIPS 30 CT	EACH			

ROBITUSSIN MAX MULTI SYMPTOM	EACH	300318734124		
SECRET DEODORANT 1.7OZ	EACH	037000124429		
SKINTIMATE DRY SKIN 7OZ	EACH	084058005643		
SOAP HOLDER	EACH			
ST IVES INVIGORATING ACNE APRICOT SCRUB 6OZ	EACH	077043103609		
SUAVE BODY WASH OCEAN BREEZE	EACH	079400835000		
SUAVE CONDITIONER WATERFALL 15 OZ	EACH	079400922908		
SUAVE SHAMPOO 2IN1 PLUS	EACH	079400737908		
SUNDOWN NATURALS VITAMIN C 500mg 100 TABS	EACH			
TAMPAX ORIGINAL REGULAR 10 CT	EACH	073010214095		
TAMPAX PEARL REGULAR 8CT	EACH	073010710511		
TINACTIN ANTIFUNGAL	EACH	311017410004		
TOOTHBRUSH HOLDER	EACH			
TRESEMME GEL CLEAN HOLD 9OZ	EACH			
TROJAN FIRE & ICE	CS6	022600960034		
TROJAN MAGNUM LUB BLACK 3CT	CS6	022600642039		
TROJAN PLEASURE PACK 3CT	CS6	022600953210		
TYLENOL E/S RAPID RLS 2 CAPS	BX6	366715974716		
TYLENOL E/S RAPID RLS 4 CAPS	BX6	366715974723		
TYLENOL X/STR CAPLET 24 CT	CS12	300450449054		
VASELINE LOTION COCOA BUTTER 10OZ	EACH			
VICKS DAYQUIL 8 CT	BX4	366715970480		
VICKS DAYQUIL LIQUICAPS 16 CT	EACH	323900014428		
VICKS DAYQUIL LIQUICAPS S/D	BX6	366715970411		
VICKS NYQUIL COLD & FLU LIQUID 8 OZ	EACH	323900014244		
VISINE A C .5 OZ	EACH	074300004013		
ZANTAC 75 4CT	EACH	681421030021		

Signed this _____ day of _____, 2016

Firm Name: _____

Address: _____

Duly Authorized _____

Printed: _____

Title _____

Email: _____

FEIN#: _____

Phone: _____

Section 6

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	Years/supervisor	Telephone/Fax #'s	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. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, the name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person	Telephone #
_____ _____ _____	_____	_____	_____	_____
			Email Address: _____	
_____ _____ _____	_____	_____	_____	_____
			Email Address: _____	
_____ _____ _____	_____	_____	_____	_____
			Email Address: _____	

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: _____

FEIN # _____

Telephone: _____

Fax: _____

Signature _____

(Print Name) _____

Title _____

Email _____

Section 7

Connecticut Colleges Purchasing Group

The University of Connecticut is a member of the Connecticut Colleges Purchasing Group (CCPG), a statewide purchasing consortium of educational institutions. As such, the University would like to extend any product pricing resulting from this solicitation for Health and Beauty Products, to all CCPG members as noted below. Please indicate below your preference in this matter.

➤ I (we) agree that any product pricing resulting from this bid will be extended to the members of the Connecticut Colleges Purchasing Group (CCPG), with the same pricing, terms and conditions as proposed herein.

Yes _____

No _____

Signature

(Title)

Printed Name

(Date)

Current Participating Institutions

Albertus Magnus College
American School for the Deaf
Asnuntuck Community College
Board of Trustees for Community Colleges
Capital Community College
Central Connecticut State University
Charter Oak College
Connecticut State University System
Eastern Connecticut State University
Fairfield University
Gateway Community College
Hartford Seminary
Holy Apostles College & Seminary
Housatonic Community College
Kingswood-Oxford School
Manchester Community College
Middlesex Community College
Mitchell College
Naugatuck Valley Community College

Norwalk Community College
Quinebaug Valley Community College
Quinnipiac University
Rensselaer at Hartford
Sacred Heart University
Saint Joseph College
Southern Connecticut State University
Teikyo Post University
The Hotchkiss School
Three Rivers Community College
Trinity College
Tunxis Community College
University of Connecticut
University of Hartford
University of New Haven
Wesleyan University
Western Connecticut State University
Yale University

**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 ten million dollars in the most

recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (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)	- DAS Certification Number _____

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__
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PART IV - Bidder Employment Information

(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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STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 3



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

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 result in 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.



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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 3 of 3



ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

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"



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

If YES: Name of Former State Agency Termination Date of Employment

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

My Commission Expires

CODE OF CONDUCT FOR UNIVERSITY OF CONNECTICUT VENDORS

The University of Connecticut (“UConn”) has a longstanding commitment to the protection and advancement of socially responsible practices that reflect respect for fundamental human rights and the dignity of all people. UConn strives to promote basic human rights and appropriate labor standards for all people throughout its supply chain. Promoting these values in concrete practice is the central charge of the President’s Committee on Corporate Social Responsibility (<http://csr.uconn.edu/>).

UConn is also committed to building a safe, healthy and sustainable environment through the conservation of natural resources, increasing its use of environmentally responsible products, materials and services (including renewable resources), and preventing pollution and minimizing waste through reduction, reuse and recycling. UConn is proactive about purchasing products that have these environmental attributes or meet recognized environmental standards, when practicable, and buying from entities committed to the support of campus sustainability goals. The University seeks to partner and contract with vendors that demonstrate a similar commitment to these values. Selected vendors may be required to provide a comprehensive summary report of their corporate social and environmental practices.

Principal Expectations

The principal expectations set forth below reflect the minimal standards UConn's vendors are required to meet.

Nondiscrimination. It is expected that vendors will not discriminate in hiring, employment, salary, benefits, advancement, discipline, termination or retirement on the basis of race, color, religion, gender, nationality, ethnicity, alienage, age, disability or marital status, and will comply with all federal nondiscrimination laws and state nondiscrimination laws¹, including Chapter 814c of the Connecticut General Statutes (Human Rights and Opportunities), as applicable, and further will provide equal employment opportunity irrespective of such characteristics, including complying, if applicable, with Federal Executive Order 1124b, and the Rehabilitation Act of 1973.

Freedom of Association and Collective Bargaining. It is expected that vendors will respect their employees’ rights of free association and collective bargaining, including, if applicable, complying with the National Labor Relations Act, and, if applicable, Chapters 561 and 562 of the Connecticut General Statutes (Labor Relations Act, Labor Disputes) and Chapters 67 and 68 of the Connecticut General Statutes (State Personnel Act, Collective Bargaining for State Employees).

Labor Standard Regarding Wages, Hours, Leaves and Child Labor. It is expected that vendors will respect their employees’ rights regarding minimum and prevailing wages, payment of wages, maximum hours and overtime, legally mandated family, child birth and medical leaves, and return to work thereafter, and limitations on child labor, including, if applicable, the

¹ Wherever this code refers to compliance with federal or state laws, that term includes compliance with any regulations duly promulgated pursuant to such laws.

rights set forth in the Federal Fair Labor Standards Act, the Federal Family and Medical Leave Act, the Federal Davis-Bacon Act and Chapters 557 and 558 of the Connecticut General Statutes (Employment Regulation, Wages).

Health and Safety. It is expected that vendors will provide safe and healthful working and training environments in order to prevent accidents and injury to health, including reproductive health, arising out of or related to or occurring during the course of the work vendors perform or resulting from the operation of vendors' facilities. Accordingly, it is expected that vendors and their subcontractors will perform work pursuant to UConn contracts in compliance with, as applicable, the Federal Occupational Safety and Health Act and Chapter 571 of the Connecticut General Statutes (Occupational Safety and Health Act).

Forced Labor. It is expected that vendors will not use or purchase supplies or materials that are produced using any illegal form of forced labor.

Harassment or Abuse. It is expected that vendors will treat all employees with dignity and respect, and that no employee will be subjected to any physical, sexual, psychological or verbal abuse or harassment. It is further expected that vendors will not use or tolerate the use of any form of corporal punishment.

Environmental Compliance. It is expected that vendors will comply with all applicable federal and state environmental laws and Executive Orders, including but not limited to Titles 22a and 25 of the Connecticut General Statutes (Environmental Protection and Water Resources protection) and Executive Order 14 (concerning safe cleaning products and services). UConn expects vendors will employ environmentally responsible practices in the provision of their products and services.

Preferential Standards

The preferential standards set forth below reflect UConn's core values. UConn will seek to uphold these values by considering them as relevant factors in selecting vendors.

Living Wages. UConn recognizes and affirms that reasonable living wages are vital to ensuring that the essential needs of employees and their families can be met, and that such needs include basic food, shelter, clothing, health care, education and transportation. UConn seeks to do business with vendors that provide living wages so as to meet these basic needs, and further recognizes that compensation may need to be periodically adjusted to ensure maintenance of such living wages. Vendors are encouraged to demonstrate that they pay such living wages.

International Human Rights. For UConn, respect for human rights is a core value. UConn seeks to do business with vendors who do not contribute to or benefit from systemic violations of recognized international human rights and labor standards, as exemplified by the Universal Declaration of Human Rights.

Foreign Law. UConn encourages vendors and vendors' suppliers operating under foreign law to comply with those foreign laws that address the subject matters of this code, provided such foreign laws are consistent with this code. Vendors and their suppliers operating under foreign law are similarly encouraged to comply with the provisions of this code to the extent they can do so without violating the foreign law(s) they operate under.

Environmental Sustainability. UConn will prefer products and services that conserve resources, save energy and use safer chemicals, such as recycled, recyclable, reusable, energy efficient, carbon-neutral, organic, biodegradable or plant-based, in addition to products that are durable and easily repairable, and that meet relevant certification standards above and beyond those required by law. While UConn is not legally bound to comply with Connecticut General Statutes 4a-67a through 4a-67h concerning environmental sustainability standards in purchasing, it will nevertheless consider vendors' ability to meet those standards in rendering its purchasing decisions. Vendors are encouraged to demonstrate their commitment to environmental sustainability.

Compliance Procedures

Anyone who believes a vendor doing business with UConn has not complied or is not complying with this code may report such concerns to UConn's Office of Audit, Compliance and Ethics (OACE) at 1-888-685-2637 or <https://www.compliance-helpline.com>.

OACE has the authority to investigate such matters, and if warranted, recommend remedial action to the UConn administration.

Please review the material listed and per the signature of the authorized Company Official, all Expectations, Standards, and Procedures listed above will be in compliance in regards to this Contract.

Name of Company

Signature of Authorized Company Official

Date

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)

WARNING: Bids will not be considered unless the affidavit hereon is full executed including the affidavit of the notary and the 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: _____