

**Bid Specification**  
**Request For Proposal (RFP) 2019-MRC-0002**  
**Beverage Sponsorship Program**

**Section 1 - Administrative Overview**

**1.1 INTRODUCTION:**

Western Connecticut State University (“University”) is seeking proposals from experienced and qualified vendors (“Contractor”, “Bidder”, “Proposer”, or “Vendor”) to provide exclusive beverage pouring rights, which shall include sales of packaged beverages at campus retail outlets, concessions and catering, a campus vending machine program, and sales of soft drink pre-mix and post-mix fountain beverages within dining areas.

**1.2 AUTHORITY:**

This RFP is issued by the University under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

**1.3 RFP ORGANIZATION:**

This RFP is organized into the following sections:

Section 1. Administrative Overview -- Provides Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2. Scope of Work -- Provides Contractors with a general description of the University, background, RFP objectives, the tasks to be performed, delineates University and Contractor’s responsibilities, and defines deliverables.

Section 3. Proposal Requirements -- Describes the required format and content for the Contractor’s proposal.

Section 4. Evaluation Criteria -- Describes how proposals will be evaluated by University.

**1.4 PRE-BID MEETING AND OVERVIEW:**

A mandatory pre-proposal conference will be held on October 9, 2018 at 10:00AM in Room 315 of the University’s Westside Campus Center, located at 43 Lake Avenue Extension, Danbury, CT 06810. The purpose of this conference is to fully acquaint potential Proposers with all conditions. At this time, any questions regarding this Request for Proposal will be addressed. Concerning parking, attendees may park on University Boulevard.

Attendance at this pre-proposal conference is a prerequisite and a requirement to be qualified to submit a proposal. Proposals will be accepted only from those firms who are represented at the pre-proposal conference, as evidenced by the representatives’ signatures on the attendance roster. Failure to attend this meeting will preclude your firm from submitting a proposal.

Attendance at the conference will be limited to two (2) employees per company. Attendees should bring a copy of this solicitation to the conference. Any changes resulting from this conference or subsequent written questions will be issued in a formal addendum.

**1.5 SUBMISSION OF QUESTIONS AND ISSUANCE OF ADDENDA:**

Contractors may submit questions or requests for clarification. The deadline for submission of questions is October 16, 2018. No phone or verbal questions will be considered. All questions and answers, clarifications, or corrections will be assembled by the University and distributed to all interested parties not later than October 25, 2018 through addenda issued via the State of Connecticut's Department of Administrative Services Contracting Portal ([www.das.state.ct.us](http://www.das.state.ct.us)). Proposer must acknowledge receipt of all addenda in its submitted proposal. It shall be the responsibility of prospective bidders and interested parties to become familiar with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Questions must be submitted in written form to:

Mark R. Case  
Director of Administrative Services  
Western Connecticut State University  
181 White St.  
Danbury, CT 06810  
Ph. (203) 837-8657  
Fx. (203)837-8659  
e-mail: [casem@wcsu.edu](mailto:casem@wcsu.edu)

**1.6 SUBMISSION OF SEALED PROPOSALS:**

Contractors shall submit a clearly marked original plus four (4) copies of the proposal. Sealed proposals shall be received by the University's Purchasing Department no later than 2:30PM on November 13, 2018, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Note that unsealed, faxed, or e-mailed proposals will not be accepted. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be delivered to:

Mark R. Case  
Director – Administrative Services  
Western Connecticut State University  
181 White St.  
Danbury, CT 06810.

The outside cover of the sealed package containing the proposal shall be marked:  
**RFP 2019-MRC-0002 Beverage and Pouring Rights, submitted by (Name of Contractor)**

\* Note that in the event of a University closing or early dismissal (ie; due to inclement weather) on the scheduled time and due date of the proposal, the due date of this RFP will default to 2:30PM on the next business day the University is open. A business day shall constitute Monday-Friday inclusive and would not include Saturday, Sunday or holidays.

**1.7 COSTS FOR PROPOSAL PREPARATION:**

Any costs incurred by Contractors in preparing or submitting a proposal or presentation shall be the Contractor's sole responsibility.

**1.8 DISQUALIFICATION OF PROPOSALS:**

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is debarred or suspended.
- The Contractor is in default of any prior contract or for misrepresentation.

**1.9 RIGHTS RESERVED:**

University reserves the right to reject any and all proposals, in whole or in part and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of University will be served. University's evaluation committee shall determine the Bidder that is more highly qualified than the others under consideration, at which point a contract may be negotiated and awarded to that Bidder. The awarded document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

**1.10 FINAL CONTRACT:**

University intends to use this RFP and the successful proposal as a basis for the final contract.

**1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION:**

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

**1.12 CONTRACT INVALIDATION:**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**1.13 TERM OF CONTRACT:**

The initial term of the contract shall be for five (5) years, from July 1, 2019 through June 30, 2024, and may with mutual consent be extended for two (2) separate 24 month renewal extensions.

**1.14 STATE OF CONNECTICUT TERMS AND CONDITIONS:**

The terms and conditions as detailed in Appendix VI should be reviewed carefully to ensure full responsiveness and compliance to the RFP. The anticipated Beverage Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Beverage Agreement contract.

**1.15 RECYCLED MATERIALS:**

The University and the State of Connecticut has a commitment to encourage the purchase and use of recycled and recyclable materials whenever technically or economically feasible or required by law. Proposers are encouraged to use recycled or recyclable supplies.

**1.16 SUSTAINABILITY and GREEN CAMPUS INITIATIVE:**

In the interest of supporting University's initiative to reduce waste and extraneous use of natural resources, University is requesting the following –

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

## Section 2 - Scope of Work

### **2.1 BACKGROUND:**

Western Connecticut State University is a unit of the Connecticut State Colleges and Universities with two (2) campuses in Danbury, CT (a Midtown Campus at 181 White St., Danbury CT and Westside Campus at 43 Lake Ave. Extension, Danbury, CT).

Western Connecticut State University serves approximately 5600 students. Almost ninety percent (90%) of University's students are residents of the State of Connecticut. Approximately 4150 University students are full-time, with the part-time student population measuring approximately 1450. In terms of housing, the University houses on average a magnitude of 1375 students annually in its six (6) residence halls.

For more information concerning statistics of University's population and the University in general, please refer to the University's website at [www.wcsu.edu](http://www.wcsu.edu).

### **2.2 OBJECTIVES:**

The University is seeking a qualified vendor to provide exclusive beverage pouring services to the University. The mutual goals of University and the service provider should be to create a beverage agreement with a national brand product for the purpose of maximizing revenue, promoting and increasing market share, controlling costs, and providing exceptional service to the University community.

The University anticipates that opportunities presented by the resulting agreement will provide substantial benefits for the University and its beverage supplier. This RFP document provides important information for evaluation of this venture.

### **2.3 CURRENT SERVICES INFORMATION:**

2.3.1 The University currently has an exclusive beverage contract with Pepsi Bottling Company, which is attached to this RFP for reference. This contract shall conclude on June 30, 2019. It is the University's intent through this RFP to continue with an exclusive beverage provider following the conclusion of this contract.

2.3.2 For a current summary of beverage sales and commissions, vending locations, and food service/bookstore sales, please refer to Appendices III, IV, and V.

- 2.3.3 The University currently distributes and/or promotes beverages through the following operations:
- Food Service (non-vending) operations, including dining, catering services, and retail operations, through Sodexo Inc., as follows:
    - Student Center Restaurant (dining facility) – Midtown Campus Center
    - Micro-Market (retail venue) – Midtown Campus Center
    - Westside Marketplace – (dining facility) Westside Campus Center
    - Einstein's Bagels (retail venue) – Haas Library - Midtown Campus
    - The Daily Grind – (bistro) located in the Westside Campus Center featuring various freshly brewed coffees, teas, beverages, salads, and sandwiches.
    - Concessions at the University's Athletic Stadium and O'Neill Center in support of University athletic team games and events held by outside organizations.
  - Vending machine operation locations, as detailed in Appendix IV.

- Campus & Student Centers Information Desks (non-vending operations – limited snacks and beverages).
- Bookstore (non-vending operations, with Follett Corporation operating University's bookstore operations).
  - Bookstore – Midtown Campus Center
- Product purchased and used by Sodexo in support of dining, retail, catering, and concessions needs.

**2.4 BEVERAGE AVAILABILITY RIGHTS:**

Subject to the Permitted Exceptions set forth in Section 2.6 below, the University agrees that all beverages distributed or sampled (that is, distributed at no cost) at all locations at the University where refreshments are sold or distributed will be product as-specified in the resulting agreement. The University agrees that it shall, or shall cause its concessionaires to, purchase its complete requirements of products for the University from the corporation, either directly or as the company's agent, provided that if the corporation is unable to supply any products that the University desires to purchase, and then the University may purchase such products from another authorized company distributor. Subject to the permitted exceptions set forth in Section 2.6 below, no competitive products shall be sold, dispensed, served, or promoted on the University Campus or in connection with the University.

- 2.4.1 The University shall use reasonable efforts to permit promotions maximizing concession sales and sale of and distribution of products on the Campus. Such promotions must be scheduled through the appropriate scheduling office.
- 2.4.2 The University shall promote the sale of products by allowing products to be sold in approved cups or twenty- ounce (20) bottles at all sporting events.
- 2.4.3 Subject to the permitted exceptions set forth in Section 2.6 below, all beverages sold, dispensed, served, distributed for free (sampled), advertised or promoted anywhere, anytime, on the campus and in connection with the University and the teams shall be the Contractor's products.

**2.5 MARKETING RIGHTS:**

By terms of the Contract the University will grant to the awarded contractor the following exclusive promotion rights to:

- 2.5.1 Market and promote the beverages in connection with the University, the campus, and teams, including the right of recognition of its sponsorship on panels.
- 2.5.2 Market and promote beverages in connection with University promotional activities. The University acknowledges and agrees that such promotional activities may be conducted in conjunction with the Corporation's customers and as such shall have the right to incorporate its customers' marks, logos, and branded products with the University marks on any advertising, point-of-sale, packaging, or premium items or materials. University will grant to the Corporation a license to use the University marks on a royalty-free basis for the purpose of promoting products as provided in the Contract.
- 2.5.3 Refer to the Corporation in any of Sponsor's marketing materials as a "sponsor" of the Campus, the University, and the Teams, and refer to any brand of Products in any of the Corporation's marketing materials as the "official" or "exclusive" soft drink, sports drink, tea, juice, or juice drink of the Campus, the University, and the Teams.
- 2.5.4 Sample products and survey individuals on the Campus with the University's prior approval, which shall not be unreasonably withheld.

- 2.5.5 Create and market for retail sale, either at Company retail stores or through its catalog, merchandise incorporating the University marks and trademarks of products. Company or its licensee shall pay a royalty on each item of merchandise consistent with industry standards for sales of such merchandise.

By terms of the Contract, the University will grant to the awarded Contractor the following exclusive merchandising rights:

- 2.5.6 Materials promoting the products at the point-of-sale on the Campus shall be clearly visible to the purchasing public and shall be displayed in a manner and location acceptable to both University and sponsor.
- 2.5.7 Product trademarks shall be prominently displayed on menu boards and menus on the Campus whenever practical.
- 2.5.8 Only product trademarks shall be displayed on beverage vending machines on the campus.
- 2.5.9 University shall provide the Corporation with media and other marketing rights, all of which shall be exclusive with respect to Beverages.
- 2.5.10 University shall have the right to pre-approve (i) the concept for any promotional activity and (ii) any artwork or other items created by the Corporation for use in promotional activities or otherwise in accordance with the terms of this Contract and that incorporate any of the University marks, provided, however, if the University fails to respond to any submission within a period of twenty (20) working days subsequent to the actual receipt by the University of such submission, then such submission shall be deemed approved by the University.
- 2.5.11 University agrees that all beverages served, sold or dispensed on the Campus in disposable vessels (including beverages served, sold or made available in locker rooms and players' benches) shall be served in Approved Cups.
- 2.5.12 Subject to the Permitted Exceptions set forth in Section 2.6, University agrees that it shall not, directly or indirectly, (nor shall University permit anyone to whom University has granted promotional, advertising or other rights) maintain any agreement or relationship pursuant to which any Competitive Products are associated in any manner with University, the Campus, or the Teams in any fashion that creates or tends to create the impression of a relationship or connection between the University, the Campus or the Teams and any Competitive Product. For further specificity, and not by way of limitation, University agrees that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be permitted anywhere on the Campus. Nothing contained herein shall prevent on-Campus consumption (but not resale or re-distribution) by students, faculty or their guests of Competitive Products purchased outside the Campus.
- 2.5.13 University agrees to use its best efforts to make available at Sponsor's charitable and promotional events, the head coaches of University Team(s). The nature and timing of such events will be subject to University's approval, which will not be unreasonably withheld.

## **2.6 PERMITTED EXCEPTIONS:**

- 2.6.1 For as long as a similar Product is unavailable, as defined by the University, the University shall have the right to make available for sale on the campus (i) freshly-brewed coffee and freshly brewed specialty coffee, (ii) freshly-brewed tea, (iii) hot chocolate, (iv) dairy and non-dairy milk, and (v) premium sodas and drinks. This shall not be deemed to allow advertising or promotional

rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards and on dispensing equipment.

- 2.6.2 For certain student sponsored events, special events and receptions in residence halls, University Foundation events, and off-campus events, products of other manufacturers and premium sodas may be made available if donated by private parties.
- 2.6.3 The University will ensure that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products is displayed on Campus except for advertising in the student newspaper and except for ads on the student radio station as the University cannot control such activities.
- 2.6.4 For certain special private events held by student organizations and for receptions in University's residence halls, Competitive Products may be made available if donated or purchased by attendees of such events; provided, however: (i) such event is not open to the general public; and (ii) any such Competitive Products shall be made available solely for personal consumption by the attendees of the event and not for resale on the Campus.

## **2.7 ATHLETICS EXPANSION**

The University has a multi-year expansion plan for the Athletics program. Phase 1, which has been implemented, includes the addition of four new intercollegiate sports programs, Men's Swimming and Diving, Men's Golf and Men and Women's Cross Country; and JV squads for Football, Baseball, Softball, Men's Lacrosse and Men's Basketball. Future considerations are for the possible addition of Women's Golf, and Men and Women's Track and Field, both indoor and outdoor.

With this expansion comes the anticipated increase in beverage sales and expanded opportunities for advertisement space and scoreboards. The University expects to live stream many games that will provide opportunities for advertisement and sponsorships.

## **2.8 EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE:**

- 2.8.1 Appendix IV provides a summary also includes current locations of vending machines across the Campuses. It is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the University and Contractor with the objective of providing the best possible service to the student body, staff and faculty.

The awarded vendor shall be required to conduct a survey of campus buildings and areas and suggest locations for additional vending machines. These suggestions will need to be approved by University. During the term of the contract, surveys shall be conducted annually with the purpose of identifying locations for additional machines.

- 2.8.2 The University requires the awarded Contractor to provide both new and updated vending and related auxiliary equipment. New equipment shall be of the most recent model and not remanufactured. The use of remanufactured equipment requires the express prior written approval of the University.

For the purpose of the resulting contract, the updated rebuilt and required reconditioned equipment be in like new condition prior to final acceptance by the University for the location on campus. It is important the proposer understands the University's requirements for new and updated equipment are an essential condition of the resulting contract.

New and updated equipment shall be compatible in terms of decor when three or more machines are placed together at one location. The vending equipment shall be in the same



height to give uniformity of appearance, except as otherwise mutually agreed by the University and the Contractor.

- 2.8.3 Where necessary and mutually agreed by the University, utilities shall be brought to the equipment by the University. The Contractor shall be responsible for paying the costs of the connections from the equipment to the provided utility source, including all other costs of installation of the equipment.
- 2.8.4 All vending equipment owned by the Contractor shall remain as such. While the University makes no representations regarding security, the University agrees to take reasonable measures for the protection against loss by pilferage or destruction. Required equipment repair expense shall be the Contractor's responsibility.
- 2.8.5 The vending machines shall be operated during the entire year, but with reduced selections, arrived at by mutual agreement, for the summer session and University vacation breaks.
- 2.8.6 In addition to the necessary operating instructions, the Contractor shall provide each vending location with information to the user where product quality comments, malfunction reports, and refund requests may be made. Product comments can be made directly to the Contractor. Malfunction reports shall be made to the Contractor and to the University's Administrative Service Office. Refunds due to machine malfunctions shall be recorded and reimbursed by the Contractor as part of the monthly reconciliation.

All information including permits, licenses and price regulation required to be posted shall be displayed in an appropriate manner agreed by the University without defacing of the facilities of the University.

- 2.8.7 The Contractor shall be responsible for control of any keys obtained from the University and the security of those areas for which and when they are used by its representatives. The Contractor shall be responsible for immediately reporting all facts relating to losses incurred from equipment damage or break-ins. The University shall designate the authority that shall receive these reports and be responsible for key issue and periodic review of key control. The Contractor is responsible for the purchase of padlocks and other security devices which may be required by the Contractor to further ensure revenue, product or property security.
- 2.8.8 The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of locking cylinders required as a result of their negligence and/or loss of keys. The University shall provide the Contractor with routine campus protection currently available to vending service, such as night patrol, door checks, security consulting, call response, etc. The University and the Contractor shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in this contract.
- 2.8.9 Vending and auxiliary vending equipment not removed from the University locations upon cancellation or expiration of this contract and/or after ten days written notice to the Contractor may be removed and placed in storage by the University. All costs of removal, storage and product and revenue loss shall be the Contractors.
- 2.8.10 The University shall not guarantee an uninterrupted supply of water, electricity, network connection, or heat except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss which may result from the interruptions or failure of any such utility services.
- 2.8.11 The Contractor shall supply portable coolers, refrigerators, and recycling containers for outside events on the Campuses.

## **2.9 EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION:**

- 2.9.1 The equipment and supplies provided by the Contractor in support of a pouring and beverage rights program at University shall be maintained throughout the life of the resulting Contract in condition satisfactory to the University and in compliance with all University, State and Local related health and sanitation codes. Thus, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices. Structural, utility and non-vending equipment changes necessary in order to comply with such requirements shall be made by the University at its expense.

The customer contact surfaces of all vending machines and equipment including selector buttons, knobs, and handles and cup dispensing platforms shall be cleaned with germicidal solution. Visible product residue, as in cup platforms, shall be removed with warm water and detergent before application of the germicide.

The external cabinet of all vending machines, including cabinet tops, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust, seepage and other residue and shall be kept clean.

Such maintenance and cleaning shall be conducted twice per semester and once during the summer at a mutually agreed upon schedule. Reports that maintenance and cleaning have been done shall be forwarded to the University's Administrative Service's Office.

- 2.9.2 Sanitarians of the Connecticut Department of Health and campus safety personnel and environmental health specialists shall have complete cooperation and access to all vending service, production and storage areas on inspection which they may conduct. These inspections may be at the request of the University on said agency's own discretion. A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. A copy of all inspection reports shall be furnished to the University by the Contractor within forty-eight (48) hours of receipt. The Contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten (10) days notification from the inspecting agency and by mutual agreement of the University.
- 2.9.3 A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment, including soft drink equipment, shall be instituted and carried out by the Contractor. This program shall be described in detail with each proposer specifying equipment and parts backlog to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment owned by the Contractor or that on loan to the University.

Preventive maintenance program and regular replacement of worn, damaged or malfunctioning non-vending capital equipment and related facilities shall be instituted and paid by the University and executed with full cooperation of the Contractor.

- 2.9.4 The Contractor shall provide on call, as needed, vending and auxiliary equipment maintenance and repair service 24 hours a day and seven days a week, so as to minimize vending equipment down time should malfunctions be reported. The Contractor shall respond to equipment service and repair calls/reports within a minimum of four (4) hours between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and eight (8) hour response time during weekends. Equipment which cannot be returned to full service within 72 hours notification of needed repair

shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

The Contractor shall supply beverage products to the equipment as required, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. during the academic semesters and summer break period. The Contractor shall be alert to specific equipment which requires product inventory stocking more frequently to maintain adequate product variety and inventory to provide satisfactory service twenty-four (24) hours per day.

Prior to the start of the contract, the University and Contractor shall mutually determine those locations requiring weekend service and service after lunch prior to the start of the evening classes.

2.9.5 The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction.

2.9.6 Industry improvements on vending equipment occurring during the life of this contract shall be incorporated by the Contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the Contractor. Such improvements shall include, but not be limited to: odd-cent coin mechanism, "fail-safe" no touch burglar alarms, self-locking coin boxes and various electronic security and metering devices.

2.9.7 The Contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measure required to accomplish maximum property, product and revenue security when presented in writing by the Contractor and mutually agreed by the University.

2.9.8 The University shall provide daily floor maintenance in the vending areas and the Contractor shall cooperate in keeping this service to a minimum. Route employees shall clean floor spillage which occurs in the process of filling or sanitizing equipment.

The University and Contractor shall mutually develop a semi-annual schedule for the University to thoroughly clean and seal the floor under and in the adjacent area of vending equipment.

2.9.9 The University shall be responsible for the periodic stripping and sealing or waxing of floors in the vending areas and shall furnish, at its expense, the necessary equipment, supplies and labor.

2.9.10 While the University has separate arrangements in place for the recycling of all beverage bottles and cans, Contractor shall place recycling containers at vending machine locations and provide them for outside events.

The Contractor shall comply with the University and State policies and procedures related to recycling of waste materials and participate in required waste separation programs.

Note that where available all products offered and sold through vending machines under this agreement shall be in plastic bottles. In instances that a particular product is available only in cans, cans may be offered and sold upon prior approval of University.

2.9.11 The Contractor shall remove all waste packaging, master carton, boxes, etc., from the vending service and storage areas to dumpsters provided and serviced by the University.

- 2.9.12 The University shall be responsible for the costs of insect and pest control in all vending service and storage areas only. The Contractor shall maintain maximum insect and pest control for his products and equipment.
- 2.9.13 The Contractor shall comply with campus policy restricting service vehicles from driving in restricted areas.
- 2.9.14 All materials, equipment and supplies provided by the University and the Contractor must comply fully with all safety requirements as set forth by the Connecticut Administrative Code, rules of the Industrial Commission on Safety and all applicable OSHA Standards.

During the course of performing the service necessary to satisfy the requirements of this proposal, the Contractor is fully liable for public and private protection while work is in process or at any site exposed as a potential hazard. The Contractor must provide warning devices and/or signs which shall be prominently installed and displayed and be fully in compliance with the aforesaid safety regulations.

- 2.9.15 The Contractor, at its expense, may make alterations and facility changes with the addition of decorative motif to “bank” or “gang” vending locations the Contractor feels essential to the Contractor’s mode of operation. The Contractor shall propose any such alterations or facility changes to the contract administrator for prior approval. Any changes in the physical structure of the building require prior approval of the University and the State of Connecticut’s Department of Construction Services.

All additions, alterations or improvements shall be made in a good and workmanlike manner, in accordance with University approved plans and specifications and in compliance with all applicable statutes, codes, ordinances, rules and regulations.

- 2.9.16 Existing facilities damaged during installation and/or service by the Beverage Supplier or Beverage Supplier’s agents or employees shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

## **2.10 INSURANCE:**

- 2.10.1 The awarded contractor shall obtain and maintain appropriate insurance in accordance to the State Insurance and Risk Management Board including general liability and worker’s compensation. Such policy shall list the State of Connecticut, the Board of Regents for the Connecticut State Colleges and Universities and Western Connecticut State University, its officers, agents and employees as additional insured.

## **2.11 CAMPUS DEBIT CARD SYSTEM:**

- 2.11.1 The awarded contractor will be responsible for the purchase and supply of the card readers and accompanying supplies necessary to facilitate sales through the University’s campus one-card system (referred to as the WestConnect Card). All vending machines shall be outfitted with a card reader (unless otherwise indicated by University) to allow debit sales to be made via the WestConnect card. The awarded contractor shall be responsible for the supply, repair, installation, and maintenance of such equipment along with the purchase of any required interface software necessary for connection to the debit card system.
- 2.11.2 The University currently uses CS Gold (Version 5) in its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 ([www.cbord.com](http://www.cbord.com)), developed the CS Gold system application. All sales through the University’s debit card system (aka the

Connect Cash debit account) will be made through the CS Gold system. All debit card sales will be reported by the University Card Office to the service provider and paid on a schedule to be negotiated.

- 2.11.3 Payments for WestConnect debit card sales will be guaranteed by the University. University shall submit a report of debit card sales on a daily basis to the awarded contractor and will send payment for these debit card sales within 10 days of the end of each fiscal month.

## **2.12 PERSONNEL EMPLOYMENT PRACTICES AND STAFFING:**

- 2.12.1 The Contractor shall furnish a supervisor or employee who will be available on call so that the University is assured of 24-hour service as required or needed.
- 2.12.2 The awarded contractor shall provide headquarters management staff, made known to the University, to act with full authority on the awarded contractor's behalf in any and all matters pertaining to the specifications of this contract.
- 2.12.3 Personnel relations of employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. The awarded contractor shall also provide training and development programs for their employees at all levels of the organization.
- 2.12.4 The awarded Contractor shall control the conduct, demeanor and appearance of its employees and agents.
- 2.12.5 Personnel of the awarded contractor shall observe all regulations of the University; failure to do so may be grounds for dismissal. The University reserves the right to approve any vendor personnel assigned to the campus.
- 2.12.6 Employee uniforms shall be provided by the awarded contractor that are mutually agreed upon by the University and awarded contractor to be best suited for the job function intended, and easily and appropriately identify the awarded contractor and employee by name. All employees of the awarded contractor shall wear an approved uniform while on duty at the University.
- 2.12.7 All employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable federal and State of Connecticut governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.

## **2.13 COMMISSIONS, ACCOUNTING AND PAYMENTS:**

- 2.13.1 Commissions shall be expressed on the included proposal submittal forms by the Contractor on net sales (gross sales, less refunds and tests and State and Local Sales Tax).
- 2.13.2 The commissions expensed shall include the percentage of net sales on individual vending product categories or a minimum guarantee of total commission per year, whichever is greater.
- 2.13.3 The Contractor shall maintain complete and accurate records of transactions for each machine in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at University for a period of three (3) years from the close of each year's operation or until audited by the University, whichever comes first. The University's representative or selected auditors may annually or more often if demand is necessary examine all financial and operational phases of the

Contractor's services. Periodic reviews, conducted jointly by representatives of University and the Contractor, shall be made at the University's discretion to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

2.13.4 A voucher refund system shall be required and shall involve dispersing of funds through the University's Campus Information Desks. The voucher system shall include a form supplied by the Contractor and approved by the University to be filled out by the person making refund claims and shall include information regarding what machine, what happened, amount of loss, amount of refund, date, building, and who suffered loss. The Contractor shall expedite and be liable for the supply and maintenance of funds for such refunds to the satisfaction of the University.

All vending machine locations shall display instructions, provided at awarded contractors cost where refunds may be obtained. The University shall be provided documents to verify reported refunds as part of each period statement.

2.13.5 Sales tax collected from customers shall be deducted from gross receipts, before computing the current sales tax, provided the customers are advised of the amount of sales tax they are paying by posted sign or printed notice. Commissions shall be computed on the resulting net receipts for all commission sales. The Contractor on request shall make available to University copies of all sales and other excise tax reports that the Contractor is required to furnish any government or governmental agency that identify the revenue and resulting taxes generated at the University.

2.13.6 University's commissions under this contract are determined in part with the Contractor's full consideration of applicable State, federal, county or local excise and sales taxes on all products at the start of this contract. In event of an increase in these taxes or change in tax structure increasing Contractor's tax liability an affected product sale price is not adjusted, commissions shall be reduced the same amount in dollar terms to compensate the Contractor for tax increase. In the event of tax decrease, and decrease in gross sales price is affected, University shall receive the same amount in commission compensation for such decreased tax.

2.13.7 Refunds and tests shall be deducted from commission gross sales in item categories in which refund and tests occurred prior to computation of State and local sales tax and commissions due to University.

2.13.8 Commissions shall not be paid on the Contractor's revenue losses resulting from vandalism or theft of money or product from vending equipment at University.

2.13.9 A representative of University may accompany the Contractors' route employees when meter counts and money counts and money collections are made at a time pre-determined and agreed to by the University. Cash receipts collected from the equipment shall be jointly counted by University and the route employee at a location and by means determined by University and mutually agreed upon by the Contractor. Revenue discrepancies from the composite of these collections and that reported on the period statement shall be explained by the Contractor in writing as part of such period statements.

2.13.10 University shall require the awarded contractor to provide the following information:

A. A detailed statement showing the gross sales, net sales, and commission derived from each location for each vending machine under this contract (monthly). Sales shall be divided into cash sales and Connect Cash Card sales on all reports. The awarded contractor shall be allowed sixty (60) days to reconcile sales and commission statement before the penalty of commission due to an un-reconciled statement is initiated. During the unreconciled term, the Contractor shall pay the University at the highest commission

rate based upon the University's report on cash and Connect Cash sales. If reconciliation is not completed by the 61<sup>st</sup> day, the payments as stated above will stay in effect.

- B. If the awarded contractor's' statement does not reconcile with the University's report on cash and Connect Cash sales and commissions, the University shall receive the highest commission payment for that period until reconciliation is finalized. The awarded contractor shall be allowed sixty (60) days to reconcile said sales and commission statement before the penalty of commission due to an un-reconciled statement is initiated.
  - C. Building location of machines and product to be sold at that location (upon award).
  - D. Machine number (upon award)
  - E. Selling prices of product's offered (upon bid submittal).
  - F. Week and year machine installed (upon award/installation).
  - G. Week and year machine removed from service (as warranted).
  - H. Refunds, discards and tests for each item by category (as warranted).
  - I. Proposed new locations for machines and product to be sold at those locations.
- 2.13.11 Payments: The Contractor shall pay University the commission percentage of each period net (gross sales less State and local sales tax) vending sales on or before the 30th day of the period following the last day of the period in which commissions were earned, and shall accompany this payment with a detailed explanation of dollar sales by item category, by location by each vendor and an extension of commissions and composite statement of said sales and commissions. Causes of abnormal revenue deviations shall be noted by the Contractor as part of these statements.
- 2.13.12 All period commission statements and payments shall be sent to the University's Administrative Service's Office, attention of Mark R. Case, Director of Administrative Services. Vending commissions and guarantee payments not received by University on the 30th day following the last day of the period in which it was earned shall be paid by the Contractor plus minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Connecticut uses for delinquent corporate income tax.
- 2.13.13 One year from the effective date of this contract, and each full year thereafter during the life of the contract, the Contractor shall pay University that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 30th day of the following accounting period in which they were earned and recorded as commissions paid in the year the guarantee was due. Upon authorized and mutually agreed early termination of this contract, partial year guarantee commissions due, if any, shall be determined by dividing the prior year commissions earned through the date of termination by the prior contract year total commission or guarantee received, whichever is greater and multiply the resulting percentage prorated commission received the prior year by the annual guarantee required per proposal submitted. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid to University by the 30th day of the following accounting period.
- 2.13.14 On expiration or termination of this contract, commission due University shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was reviewed, including equipment reviewed at any time during the contract period prior to expiration.

- 2.13.15 On requests of the University, the awarded contractor shall meet with representatives of the University to review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Any period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.
- 2.13.16 All records pertaining to the operations of vending service shall be open for inspection and/or audit by the State and/or University at any or all reasonable times.
- 2.13.17 University shall be advised by the Contractor of the audit of its own records and operations.
- 2.13.18 No fees shall be assessed by the Contractor other than those specified in the resulting contract.
- 2.13.19 University reserves the right to review, on an annual basis, the products being offered through this contract and make suggestions for product changes based on usage. Similarly the awarded contractor shall be able to make suggestions for product changes. Any suggested changes will require mutual consent prior to actual change out.



## **Section 3 - Proposal Requirements**

### **3.1 RESPONSE REQUIREMENTS**

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

All proposals must include a written point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. No fewer than an original and two (2) copies of the proposal shall be submitted.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be considered as unresponsive and disregarded.

### **3.2 PROPOSER QUALIFICATIONS AND INFORMATION**

The specifications in Section 3 (this section) must be responded to on a point-by-point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

The following specifications are to be addressed in the Vendor's response.

- A. Provide a detailed proposed Beverage Agreement Plan. Identify specific sales and revenue objectives for each product. Describe programs and resources which support achieving the identified objectives.
- B. Identify all products that would be available under the agreement, including beverage category, package sizes, etc. Include syrups, pre-mix, and CO2.
- C. Provide pricing for all products that would be available under the agreement. Pricing commitments must be guaranteed for a minimum of three (3) years. After the initial three (3) year term, prices may be adjusted up or down in an amount consistent with market activity. University expects any increases to be consistent with those applied to other customers of similar size and nature. Indicate your acceptance of this requirement.
- D. Provide complete information on proposed "economic package", including Signing Bonus, product pricing, commissions, signage, proposal, complimentary product, and guaranteed revenue to the University. Please refer to Appendix II.
- E. Provide complete details on any additional financial support offered, such as marketing support, Student, Academic and Athletic initiatives, volume incentives etc.
- F. Describe in detail the following aspects of your accounting and auditing:
  - Vending personnel accounting controls.
  - Method of recording, checking and reporting sales, and the methodology for incorporating the University's cash and Connect Cash card sales.

- Route and internal control of cash handling of vending machine counting facilities and refund system. Explain controls used to separate vending machine changer funds and revenues.
  - Internal audit system.
  - Regular accounting and cash collection control forms used with detailed explanation of each and their importance.
  - Route man inventory and cash control procedures with example control card and card entry procedures and audit.
  - Proposed accounting periods (minimum twelve (12) annually).
  - Copy of proposed period revenue and commission statements as specified.
  - Formula for how commissions are determined, including how the \$0.05 bottle deposit and other costs or fees would affect actual commissions.
- G. Provide an organization chart and a plan for the administrative management, supervision and staffing required under the specifications of the resulting contract, including regional and headquarters support and description of the qualifications of the manager candidate to be assigned to the University.
- H. Name and address of operating company and the names of all the owners or principals of the company or corporation. Indicate ownership, i.e., corporation, partnership, etc., under its present business name.
- I. Provide a description in detail the program regarding preventative maintenance and regular replacement of worn and/or malfunctioning equipment.
- J. Provide plans for advertising, merchandising and promotion for the first year of the contract, including marketing programs and schedules for implementation. Proposals should focus on programs to maximize sales volume on campus.
- K. Describe in general terms your approach to meeting the service requirements of this contract including evenings and weekends.
- L. List your proposed revisions, which would enhance the minimum equipment requirements specified by location by machine. Include information on energy saving vending machines that would be used at University (including information presented in item U below regarding Energy Misers).
- M. The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient staff of properly trained employees to take on and consistently maintain the resulting contract? Explain.
- N. Provide a list of a minimum of three (3) University operations of similar size and complexity where you are, or have within the last year, owned and operated the specified service. Provide the length of time at each account, and the name, address and phone number of contact person for each. Provide information on any bottle recovery and recycling initiatives that would be offered and incorporated into any subsequent contract.
- O. Supplementary information may be requested by the University to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.
- P. Proposals are required to be complete and accurate. Omission, inaccuracy of misstatements may be sufficient cause for rejection of proposal.

- Q. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.
- R. Regulations of Connecticut State Agencies Section 4-114a-3(10) require agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements. Explain your understanding of these requirements.
- The bidder's promise to develop and implement a successful Affirmative Action Plan;
  - The bidder's submission of EE0-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
  - The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprise.
- S. Provide your company's general qualifications and experience as they relate to the following:
- A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.
  - History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
  - History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.
- T. University has made a commitment to energy and natural resource conservation. The vendor must provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency for vending machines. The vendor is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and an updated list of qualifying products. Include complete energy efficiency information on the equipment being proposed, including provisions for or inclusion of peripheral energy saving equipment such as the "Vending Miser". Explain your understanding of this requirement and your ability to comply, including ENERGY STAR specifications and ratings for the equipment.
- U. Provide other such information as the bidder deems pertinent for consideration by the University (value added services).
- V. The following forms and affidavits:
- Form C "Nondiscrimination Certification"
  - Form 5 "Consultant Agreement Affidavit"
  - Form 6 "Affirmation of Receipt of State Ethics Laws Summary"
  - Form 7 "Iran Certification"
  - Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders

Note that upon contract award, the following will be required:

- Form 1 "Gift and Campaign Contribution Certification"
- Certificate of Insurance naming the University, Board of Regents for Higher Education, and State of Connecticut as additional insureds.

## **Section 4 - Bid Evaluation Criteria**

**Evaluation** – The award of a Beverage Agreement will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

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

The University will include in its evaluation: proposals, presentations (if requested), references, and financial considerations (commissions). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the resulting contract.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor's response to the following criteria:

### **Evaluation Criteria**

Each proposal will be evaluated by a screening committee against the following criteria to determine which proposal is most capable of providing the requested product and services.

- Demonstrated ability based on experience, qualifications and references, to provide the services, product and equipment requested.
- Experience in Higher Education.
- Economic package, including Signing Bonus, product pricing, commissions, and guaranteed revenue to the University.
- Variety and scope of products.
- Quality of Beverage Agreement Plan, including feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives.
- Team experience and commitment, including evaluation of human resources identified and committed to the agreement.
- Sponsorship and marketing support of University Programs, including Student, Academic and Athletic initiatives.
- Demonstrated commitment to energy savings, sustainability and recycling.
- Experience with the CBORD debit card system.
- Demonstrated compliance with State of Connecticut contracting statutes and regulations, including history of contracts entered into with the State of Connecticut over the last five (5) years and history of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years.
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO).
- Quality and clarity of the presentation to the screening committee concerning vendor's proposal (if requested).
- Accounting statements and practices, with emphasis on reconciliation processes.

The order in which the above selection criteria are listed is not indicative of their relative importance.

**Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**Presentations:** The University reserves the right, but is not obligated, to request a formal presentation of a bidder's proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

**Review of References:** Each proposer is required to provide a list of references via "Form University-1 References". At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

**Supplier Representatives:** Proposer must identify the people it anticipates representing the Vendor in developing and implementing the Agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

**The University will include in its evaluation:** proposals, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

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

## **Section 5 - Instruction to Proposers**

- A. Proposals must be addressed and delivered to the Purchasing Department, Western Connecticut State University, 181 White St. Danbury, CT 06810, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:

Title of Proposal: Beverage Sponsorship Agreement

RFP Number: 2019-MRC-0002

Proposal Due Date: November 13, 2018 at 2:30PM

No telephone, telegraphic or facsimile proposals will be considered.

Proposals should include one (1) original (signed in ink) and four (4) copies.

- B. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- C. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- D. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- E. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Financial proposals, although an important consideration, will not be the sole determining factor.
- F. Proposals must be provided on the Appendix II Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- G. The University reserves the right to any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- H. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information).
- I. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
- J. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.

**Appendix I**  
**References**

Proposals should include three (3) institutions, of similar or the same size, where your organization provides bookstore services similar to the size and scope of the operation at University. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

<u>References</u>	<u>Institution</u>	<u>Contact</u>	<u>Telephone No.</u>
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		

**Appendix II**  
**Proposal Certification and Pricing Structure**

I certify that:

- this proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer's proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.
- the contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.
- the proposal has been developed independently, without consultation or communication with any employee or consultant of University who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.
- this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

We, the undersigned, in compliance with the Request for Proposal for an Exclusive Beverage Agreement, hereby agree to pay the following commissions and guarantees to University.

- A) Itemized Commission Guarantee – Beverage Vending Machines \_\_\_\_\_%  
(attach additional sheets as necessary to provide detail, breakdown, etc)
- B) Minimum Annual Guarantee (if any) \$ \_\_\_\_\_
- C) Sponsorship Fees (if any) \$ \_\_\_\_\_  
(attach additional sheets as necessary to provide details)
- D) Signing Award (if any) \$ \_\_\_\_\_
- E) Complimentary Product(s) (if any) \$ \_\_\_\_\_  
(attach additional sheets as necessary to provide details)
- F) Other considerations (attach additional sheets as necessary to provide details)

Firm \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Title \_\_\_\_\_



**Appendix III**  
**Summary of Beverage Vending Sales**

Time Period	Fiscal Year 11 (7/1/10 – 6/30/11)	Fiscal Year 12 (7/1/11 – 6/30/12)	Fiscal Year 13 (7/1/12 – 6/30/13)	Fiscal Year 14 (7/1/13 – 6/30/14)	Fiscal Year 15 (7/1/14 – 6/30/15)	Fiscal Year 16 (7/1/15 – 6/30/16)	Fiscal Year 17 (7/1/16 – 6/30/17)	Fiscal Year 18 (7/1/17- 6/30/18)
Vending Sales	\$58.1K	\$68.2K	\$52.5K	\$43.8K	\$33.5K	\$31.9K	\$32.1K	\$43.1K
Revenue to University	\$24.5K	\$28.8K	\$22.1K	\$18.3K	\$14.1K	\$13.4K	\$13.5K	\$18.1K

**Appendix IV**  
**Beverage Vending Equipment Profile**

Midtown Campus – Vending Machine Locations

<b><u>Location of Machines</u></b>	<b><u>Number of Machines</u></b>	<b><u>Type of Building</u></b>
Berkshire Hall	2	Office/Classroom Building
Fairfield Hall	1	Residence Hall
Haas Library	1	Library
Higgins Hall	1	Office/Classroom Building
Litchfield Hall	1	Residence Hall
Newbury Hall	1	Residence Hall
Old Main	1	Administrative Building
Police Station	1	Office/Public Safety
Science Building	1	Office/Classroom Building
Warner Hall	2	Office/Classroom Building
White Hall	2	Office/Classroom Building
University Hall	1	Administrative Building

\*Note that the machine in University Hall is a combination snack/beverage machine and is installed and maintained by the snack vendor.

Westside Campus – Vending Machine Locations

<b><u>Location of Machines</u></b>	<b><u>Number of Machines</u></b>	<b><u>Type of Building</u></b>
Grasso Hall	1	Residence Hall
O'Neill Center	1	Athletics/Events Center
Centennial Hall	2	Residence Hall
Athletic Stadium	1	Stadium
Westside Classroom Building	1	Office/Classroom Building
Pinney Hall	1	Residence Hall

**Appendix V**  
**Food Service/Bookstore Purchase Profile**

The following details by fiscal year the dollar amount of beverage product purchased by Sodexo for use in the University's food service program:

**Section A:** Value of products sold to University's food service provider (Sodexo).

Period of 7/1/16 – 6/30/17 (FY17)

<u>Location</u>	<u>Amount Purchased</u>
Midtown Campus (includes catering and Einstein's)	\$101,539
Westside Campus (includes concessions)	\$204,579

Period of 7/1/17 – 6/30/18 (FY18)

<u>Location</u>	<u>Amount Purchased</u>
Midtown Campus (includes catering and Einstein's)	\$41,627
Westside Campus (includes concessions)	\$140,711

**Section B:** Volume of Products Used at Food Service (Sodexo) and Bookstore (Follett) Locations

Period of 7/1/16 – 6/30/17 (FY17)

Customer	Channel	Pkg	Volume		
FOLLETT WCSU #1801/1798	B&C Total	1 Liter 12L	3		
		13.7oz 12L	25		
		18.5oz 12L	35		
		20oz 12L	2		
		20oz 24L	91		
		700ml 12L	4		
		750ml 12L	3		
		Can 12oz 12L	3		
		Can 16oz 12L	18		
		Can 16oz 24L	9		
		Can 24oz 12L	4		
		<b>FOLLETT WCSU #1801/1798 Total</b>			<b>197</b>
		SDX@WESTCONN MIDTOWN	B&C Total	1 Liter 12L	121
				11oz 12L	1
12oz 12L	1				
13.7oz 12L	206				
14oz 12L	200				
15.2oz 12L	619				
16.9oz 12L	56				
18.5oz 12L	468				
2.1oz 12L	4				
2.8oz 12L	4				
20oz 24L	1,743				
375ml 4P	15				
700ml 12L	172				
Can 12oz 12L	128				
Can 16oz 12L	85				
Can 16oz 24L	65				
Can 6.5oz 12L	38				
Can 7.5oz 8P	108				
FTN Total	BIB 1G			336	
	BIB 3G			1,293	

		BIB 5G	310	
<b>SDX@WESTCONN MIDTOWN Total</b>			<b>5,972</b>	
<b>SDX@WESCONN WESTSIDE CAMPUS</b>	B&C			
	Total	1 Liter 12L	412	
		1 Liter 15L	665	
		10oz 12L	(1)	
		10oz 4P	1	
		11oz 12L	70	
		12oz 12L	97	
		12oz LN 24L	48	
		12oz LN 4P	6	
		13.7oz 12L	229	
		13.8oz 12L	49	
		14oz 12L	261	
		15.2oz 12L	770	
		15.8oz 12L	10	
		16.9oz 12L	158	
		18.5oz 12L	617	
		2.1oz 12L	116	
		2.8oz 12L	281	
		20oz 24L	2,209	
		28oz 15L	415	
		375ml 4P	20	
		700ml 12L	363	
		750ml 12L	49	
		Can 11oz 12L	31	
		Can 12oz 12L	122	
		Can 15oz 12L	89	
		Can 16oz 12L	173	
		Can 16oz 24L	79	
		Can 6.5oz 12L	30	
		FTN		
		Total	BIB 1G	851
			BIB 3G	2,112
			BIB 5G	790
<b>SDX@WESCONN WESTSIDE CAMPUS</b>				
<b>Total</b>			<b>11,122</b>	
WESTCONN	FSV	11oz 12L	12	
		15.2oz 12L	28	
		18.5oz 12L	58	
		20oz 24L	595	
		20oz 24P	141	
		Can 12oz 12L	20	
		Can 12oz 6P	(0)	

	Can 16oz 12L	9
<b>WESTCONN Total</b>		<b>863</b>
		<b>18,154</b>

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**Appendix VI**  
**General State Contract Provisions and Terms**

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
7. **Termination.**
  - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
  - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.

- i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.
- c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
- f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and



revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

- g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.

8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

9. **Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "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.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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 C.G.S. § 32-9n; and
- (10) "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, intellectual disability, 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

10. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be 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 Institution or DAS shall provide a copy of these orders to the Contractor.
11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the **Family Educational Rights and Privacy Act (FERPA)**. For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor

agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

16. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
17. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
18. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
19. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
20. **Contractor's Standards of Conduct.**
  - (a) In order to insure the orderly and efficient performance of duties and services at the Institution

and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
- vi. Unauthorized use of Institution vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 20 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

## **21. Protection of Confidential Information.**

(a) Confidential Information: This shall mean all information related to the business operations, marketing plans, financial position; other business information; any other information disclosed to the Contractor any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully

obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Agency, the Contractor, or the State.

(c) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(d) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- (3) A process for reviewing policies and security measures at least annually;
- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(e) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

(f) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(g) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

22. **Data Security.**

(a) The Contractor acknowledges that it may have access to Personal Identifiable Information ("PII"). For purposes of this Agreement PII means an individual's first name or first initial and last name in combination with any one, or more, of the following data: (1) Social Security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

(b) Notwithstanding anything herein to the contrary, in the event of a "breach of security" as defined by Sec. 36a-701b of the Connecticut General Statutes, (collectively a "Breach"), involving any PII which the Contractor has received under the terms of this agreement, the Contractor shall indemnify and hold CCSU harmless for all costs related to such Breach, including, but not limited to, complying with all federal and state statutory and regulatory requirements regarding the Breach, investigating the Breach, mitigating any harm caused by such Breach, providing notification to affected individuals, establishing and operating a call center for affected individuals, and providing credit monitoring services to affected individuals, and if appropriate, fines and penalties, arising from such Breach, and all reasonable attorneys' fees associated with such Breach. This Section shall survive termination of this Agreement.

23. **Payment Card Industry Data Security Standard.**

University requires that Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).





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

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

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### 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.

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### 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.

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### 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.

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### 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.

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Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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## DEFINITIONS

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"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.

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“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.