



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

**REQUEST FOR PROPOSAL
Number S078095
for
Exclusive Vending Food Service Rights
Addendum #1 Dated April 18, 2008**

This addendum lists all the questions received relating to this RFP and their answers. All other terms, conditions and specifications in the RFP remain the same.

- 1) In reviewing your RFP S078095 I saw no reference to a preliminary bid meeting or tour of the vending areas at Central Connecticut State University. Do you plan on having a meeting or tour of the current vending areas? If so when will that meeting occur. If not can we schedule a tour of the campus with you.
 - A) No prebid meeting was scheduled. To arrange a tour of campus, including all current vending machine sites, please contact Jeff Benner, CCSU Campus One Card Administrator, at 860-832-2140

- 2) Could you please tell us the Commission Guarantee and Minimum Guarantee that won the previous bid.
 - A) Commission, excluding hot beverages –

\$0.00 - \$225,999	19%
\$226,000 - \$249,999	22%
\$250,000 and above	24%
Hot beverages	25%

Annual guarantee, first year only, \$32,000

- 3) Do all machines on list need to be installed? I am mainly questioning the underperforming coffee machines.
 - A) No. That information is provided for reference only. CCSU would gladly entertain suggestions on removal of machines, replacement of machines of one type with machines of another type, etc. CCSU requests that all such suggestions be explained as to their benefit to CCSU.

- 4) Is pricing a factor in awarding the bid ?
 - A) Yes. Please refer to Section 4, evaluation criteria.

- 5) Will there be a mandatory bid meeting?
 - A) No

- 6) When can we conduct a site visit to all the locations/machines?
A) Please contact Jeff Benner, CCSU Campus One Card Administrator, at 860-832-2140 to arrange a tour of campus, including all current vending machine sites.
- 7) Who is the current vendor?
A) Canteen Vending Services/Compass Group
- 8) What are the current rates of commission?
A) See answer to question 2 above.
- 9) Is there presently a guaranteed commission, and, if so, how much is it?
A) See answer to question 2 above. Annual guarantee was for the first year only.
- 10) What is the current product pricing?
A) We do not have a price list. The current range in pricing is \$0.65 up to \$1.50.
- 11) Was there a signing bonus with the last contract and, if so, how much was it?
A) No
- 12) Vandalism is mentioned frequently in the bid document. Is vandalism a large concern? How many acts of vandalism/break-ins have there been during the last 3 years?
A) Vandalism is rare but in a campus environment it does happen. We average about two machines a year that are damaged either intentionally or unintentionally that require major repairs.
- 13) In reference to Appendix III pg. 23. We would like to know the current percentages and dollars for letters A, B, C, D, E, and F.
A) A & B already answered in question 2 above. Previous RFP/contract did not ask for or include the others. They are not required, but they have been requested by CCSU and offered by vendors in other similar commission generating RFPs and contracts.
- 14) If awarded the contract on July 1st. What would be the transition schedule for the vending equipment?
A) CCSU would hope the have new machines in place by the start of the academic year, around August 25 2008
- 15) What is the anticipated date that this contract would be awarded?
A) CCSU hopes to have a new contract in place by or soon after 7/1/08

End of Addendum #1



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

Request for Proposal Number S078095

Exclusive Vending Food Service Rights at Central Connecticut State University

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to provide exclusive vending food services to CCSU.

1.2 AUTHORITY

This RFP is issued by CCSU 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 CCSU.

Exhibit A	Glossary or Terms
Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Required Forms (CHRO Bidder Contract Compliance Monitoring Report, OPM Ethics Forms 1, 5 and 6, Nondiscrimination Certificate)
Appendix V	Campaign Contribution Restrictions language
Appendix VI	RFP Response Check List
Appendix VII	Standard CSU Bid Terms and Conditions
Appendix VIII	Employee Standards of Conduct and Background Check Letter
Schedule A	Vending Sales by Unit & Terminal

1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on April 17, 2008. Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. See section 1.8

1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus six (6) copies of the proposal. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on April 30, 2008, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. 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 mailed or delivered to:

Thomas J. Brodeur, C.P.M.
Purchasing Department, Marcus White Annex room 006
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050-4010

The outside cover of the package containing the proposal shall be marked:
RFP S078095, Exclusive Vending Food Service, submitted by (Name of Contractor)

1.6 COSTS FOR PROPOSAL PREPARATION

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

1.7 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

1.8 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at http://www.finance.ccsu.edu/Purchasing/Current_Bids.htm. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.9 RIGHTS RESERVED

CCSU reserves the right to award in part, 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 CCSU will be served. Should CCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, 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

CCSU intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded 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, extending from July 1, 2008 through June 30, 2013, and may with mutual consent be renewed once for one additional five (5) year term. Termination procedures shall include the following statement: "CSUS reserves the right to cancel the agreement without cause, with ten days written notice".

1.14 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated Vending 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 Vending Service 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 EQUAL EMPLOYMENT OPPORTUNITY REQUIRMENTS

In entering into any contract resulting from this RFP the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated on February 15, 1973.

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law, except where it relates to bona fide occupational qualifications.

1.17 GOVERNOR RELL'S EXECUTIVE ORDER 14

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

1.18 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU 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

CCSU was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university located on 294 acres in New Britain and Newington.

CCSU is part of The Connecticut State University System. The CSU System consists of four comprehensive universities and a System Office. The universities are located in urban areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury. The System Office is located on Woodland St. in Hartford. An 18-member Board of Trustees governs CSU.

CCSU has an enrollment of approximately 8,200 FT and 4,000 PT undergraduate and graduate students. Of the current undergraduate population, approximately 2,100 live in nine campus residence halls.

CCSU employs approximately 1,650 full and part time faculty and staff.

2.2 OBJECTIVES

CCSU is seeking a qualified vendor to provide exclusive vending food services to the CCSU campus and the CCSU Institute of Technology and Business Development (ITBD), located at 185 Main Street, New Britain. Services shall include supplying and operating food and hot beverage vending machines on a commission basis at numerous locations on the CCSU campus and at ITBD.

CCSU invites you to join in creating a Vending Food Service Agreement for the purpose of maximizing revenue, promoting and increasing market share, controlling costs, and providing exceptional service to the University. The University anticipates that opportunities presented by this Agreement will provide substantial benefits for the University and its vending food supplier. This RFP document provides important information for evaluation of this venture.

Your contribution to, and support of, the Vending Food Service Agreement and selection process is appreciated. We look forward to receiving and reviewing your proposal.

2.3 CURRENT SERVICES INFORMATION

2.3.1 For a current list of Vending Food Sales by Unit & Terminal for the most recent twelve month period, refer to Schedule A attached.

2.3.2 The University currently distributes and/or promotes Vending Food Sales through vending machines only. Pre-packaged snacks sold by Barnes & Noble (campus bookstore) and by Sodexo (board, retail and catering food services) are exclusive of the current and forthcoming vending operations contracts. See Section 2.6 below.

2.4 AVAILABILITY RIGHTS

2.4.1 Subject to the Permitted Exceptions set forth in Section 2.6 below, University agrees that all vending food product sold, distributed or sampled (that is, distributed at no cost) at all locations on the Campus where refreshments are sold or distributed will be Product as-specified in the Agreement. University agrees that it shall purchase its complete requirements of Products for the Campus from the corporation, either directly or as Company's agent, provided that if Corporation is unable to supply any products that the University desires to purchase, 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 Campus or in connection with the University.

2.4.2 The University shall use reasonable efforts to permit promotions maximizing concession sales and sale of and distribution of Products on the Campus.

2.5 (For Future Use)

2.6 OTHER VENDING AND FOOD SERVICES ON CAMPUS

2.6.1 Sodexo is CCSU's contract vendor for retail, board and catering food services. Their pre-packaged snacks are procured and sold under their own contract with CCSU and include chips, candy, ice cream, etc

2.6.2 Barnes and Noble is CCSU's contract vendor for retail bookstore operations. Their pre-packaged snacks are procured and sold under their own contract with CCSU and include chips, candy, ice cream, etc

2.6.3 CCSU is currently evaluating responses for a new Beverages contract vendor. Under the forthcoming contract, "Beverage" or "Beverages" shall not include hot coffee, hot tea or hot chocolate,

2.7 EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE

2.7.1 Schedule A, Location and Description of Current Vending Equipment, and the one cash-only unit at ITBD, presents the initially required minimum equipment; but 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 CCSU, specifically the CCSU Fire Marshall. During the term of the contract, surveys shall be conducted annually with the purpose of identifying locations for additional machines.

2.7.2 The University requires the 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 approval of the University.

For the purpose of this 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.

2.7.3 Where necessary and mutually agreed by the University, utilities shall be brought to 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.

2.7.4 All vending equipment owned by the Contractor shall remain with the Contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. Required equipment repairs expense shall be the Contractor's responsibility.

2.7.5 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.

2.7.6 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 CCSU Card Office. All refund requests shall be made to the CCSU Card Office or online on the CCSU Card Office web site. Refunds due to machine malfunctions shall be recorded and reimbursed by the Contractor as part of the monthly reconciliation. **See sections 2.13.5 and 2.13.8**

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.

2.7.7 The Contractor shall be responsible for control of 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 the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of the University. The University shall designate the authority who 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.

2.7.8 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.

2.7.9 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.

2.7.10 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 EQUIPMENT and FACILITIES MAINTENANCE, REPLACEMENT and SANITATION

2.8.1 The premises, equipment, supplies and facilities shall be maintained throughout the life of this 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 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 once per semester and once during the summer at a mutually agreed to schedule. Reports that maintenance and cleaning has been done shall be forwarded to the Card Office.

2.8.2 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 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.

2.8.3 A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning vending 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 of 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.

2.8.4 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 7:00 a.m. and 7:00 p.m., Monday through Friday and eight (8) hour response time during weekends. Equipment which cannot be returned to full service with 72 hours of

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 products to the equipment a minimum of three days per week, Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. during the regular academic semesters and summer school. 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.

2.8.5 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.

2.8.6 This section has intentionally been left blank.

2.8.7 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.

2.8.8 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.

2.8.9 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.

2.8.10 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.

2.8.11 The University shall provide waste containers and recycling bins and bag liners in the vending areas, where necessary, and in sufficient number to maintain sanitary standards for trash disposal and recycling. All waste containers shall be kept in a clean and satisfactory condition at all times and emptied as often as necessary by the University.

2.8.12 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.

2.8.13 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.

2.8.14 The Contractor shall comply with campus policy restricting service vehicles from driving in restricted areas.

2.8.15 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.

2.8.16 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 feel 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 Connecticut Department of Public Works.

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.

2.8.17 Existing facilities damaged during installation and/or service by the Supplier or 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.

2.9 PERFORMANCE BOND

2.9.1 The awarded contractor is required to furnish a performance bond in the amount of \$20,000 made payable to Central Connecticut State University. Such bond must be furnished by the awarded contractor upon notification of contract award by the University. The bond must have a surety with such company or companies authorized to do business in Connecticut, as listed in the most recent United State Department of the Treasury circular #570.

2.9.2 The performance bond must be in effect for the entire contract period and may be renewed annually on the anniversary of the agreement date.

2.9.3 The performance bond shall also provide that, in the event of non-renewal, the University and the awarded contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of a non-renewal, the awarded contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice.

2.9.4 Failure to maintain the required surety or failure to provide the bond within the twenty-one (21) day notification period may result in contract termination.

2.10 INDEMNIFICATION AND INSURANCE

2.10.1 The awarded contractor must agree to indemnify and hold harmless Central Connecticut State University and the State of Connecticut from claims, suits, actions damages and costs of every name and description, arising out of or resulting from the awarded contractor's performance of the contract; negligence of the University and the State, vandalism and acts of God excepted.

2.10.2 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 Trustees for the Connecticut State University and Central Connecticut State University, its officers, agents and employees as additional insured.

2.11 CAMPUS DEBIT CARD SYSTEM

2.11.1 All vending machines with the exception of the ITBD location shall have card readers that are supplied by the vendor and must be current technology. At the time of this proposal, the current reader is IP-MDB with SKU# 4VEN0202. The University reserves the right to review and change these specifications upon contract renewal (see section 1.13) should new technologies emerge. All card readers that are replaced during the term of the contract as well as new installations shall be of technology current at the time of replacement or installation and must be approved by CCSU prior to installation. All card readers shall be ADA compliant.

The bidder shall provide and maintain an inventory of spare card readers at the University Card Office at a ratio of 10:1 (for every 10 vending machines, provide 1 spare). This will help minimize any downtime of the vending machines. When spare readers are installed, the bidder shall have 15 working days to repair and reinstall the defective reader or replace the spare reader with another spare.

At the ITBD location, that machine is currently cash-only but CCSU reserves the right to request installation of wireless credit/debit card readers in place of Blue Chip Card readers due to its transient population if CCSU feels it would be in their interest.

2.11.2 The University currently uses Odyssey PCS (Version 3.1.2) as its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 (www.cbord.com), developed the Odyssey system application. All sales through the University's debit card system (aka Blue Chip card) will be determined through the Odyssey system. Debit card sales will be reported by the University Card Office to the Contractor and paid to the Contractor on a monthly basis according the negotiated rate.

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 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 Contractor that are mutually agreed by the University and Contractor to be best suited for the job function intended, and easily and appropriately identify the Contractor and employee by name. Exceptions shall be determined by mutual agreement of the Card Office Director and Contractor. All employees of the Contractor shall wear an approved uniform while on duty at the University.

2.12.8 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.

2.12.9 All employees on the awarded contractor's payroll shall be subject to the University's Employee Standards of Conduct. See Appendix VIII

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 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 CCSU 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 CCSU and the Contractor shall be made 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 The Contractor's inventory control of reported inventory sales for route employees, after reconciliation to cash collections, shall be used as the basis to compute commissions payable to CCSU. Collections shall be bagged and counted by machine reconciled to reported inventory sales and not commingled with changer funds. When reported inventory sales differ from cash collections, commissions will be payable based on the higher amount.

Cash collection's reports and reported sales shall be audited on regular schedules, as determined by CCSU, to verify the Contractor's inventory control and reported commissions.

2.13.5 A voucher refund system shall be required and shall involve dispersing of funds through representatives of CCSU. 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 be provided with instructions where refunds may be obtained. The University shall be provided documents to verify reported refunds as part of each period statement.

2.13.6 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 CCSU 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.

2.13.7 CCSU'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, CCSU shall receive the same amount in commission compensation for such decreased tax.

2.13.8 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 CCSU.

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

2.13.10 A representative of CCSU may accompany the Contractors' route employees when meter counts and money counts and money collections are made at a time pre-determined and agreed by the University. Cash receipts collected from the equipment shall be jointly counted by CCSU and the route employee at a location and by means determined by CCSU 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.

2.13.11 CCSU shall require the 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 Blue Card sales on all reports.
- B) Building location of machines and product to be sold at that location (upon award).
- C) Machine number (upon award)
- D) Selling prices of product's offered (upon bid submittal).
- E) Week and year machine installed (upon award/installation).
- F) Week and year machine removed from service (as warranted).
- G) Refunds, discards and tests for each item by category (as warranted).
- H) Proposed new locations for machines and product to be sold at those locations.

2.13.12 Payments: The Contractor shall pay CCSU 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.

2.13.13 All period commission statements and payments shall be sent to the Director of the Card Office. Vending commissions and guarantee payments not received by CCSU 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.

2.13.14 One year from the effective date of this contract, and each full year thereafter during the life of the contract, the Contractor shall pay CCSU 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. 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 CCSU by the 30th day of the following accounting period.

2.13.15 On expiration or termination of this contract, commission due CCSU 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.

2.13.16 On requests of the University, the Contractor shall meet with the Director of the Card Office and the Director of Business Services and 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. Period statement adjustment required as a result of review and/or audit shall be identified and reflected on the next period statement.

2.13.17 All records pertaining to the operations of vending service shall be open for inspection and/or audit by the State and/or CCSU at any or all reasonable times.

2.13.18 CCSU shall be advised by the Contractor of the audit of their own records and operations at CCSU.

2.13.19 No fees shall be assessed by the Contractor other than those specified in the resulting contract.

2.13.20 CCSU 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 vendor 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

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 six (6) 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.

2. Proposer Qualifications and Information

The specifications in Part III 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. Proposals are required to be complete and accurate. Omission, inaccuracy or misstatements may be sufficient cause for rejection of proposal.

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

- A. Provide a detailed proposed Snack Vending 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 category, brand names, package sizes, etc.
- 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 not to exceed the Consumer price index (CPI) appropriate for the commodity. CCSU 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, commission rate(s), complimentary product, and guaranteed revenue. See Appendix III
- 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 -

- 1 Vending personnel accounting controls
- 2 Method of recording, checking and reporting sales.
- 3 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.
- 4 Internal audit system.
- 5 Regular accounting and cash collection control forms used with detailed explanation of each and their importance.
- 6 Route man inventory and cash control procedures with example control card and card entry procedures and audit.
- 7 Identify proposed accounting periods (minimum twelve (12) annually)
- 8 Copy of proposed period revenue and commission statements as specified.
- 9 Formula for how commissions are determined, including how 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 this 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 for of ownership, i.e., corporation, partnership, etc., under its present business name.

I. Provide a description of your organization's training programs for employees, supervisors and, managers.

J. Provide a description in detail the program regarding preventative maintenance and regular replacement of worn and/or malfunctioning equipment.

K. 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.

L. Describe in general terms your approach to meeting the service requirements of this contract including evenings and weekends.

M. List your proposed revisions to Schedule A, which would enhance the minimum equipment requirements specified by location by machine. Include information on energy saving vending machines that would be used at CCSU.

N. 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.

O. Provide a list of a minimum of five (5) 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.

P. 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.

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. CCSU 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 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 "VendingMiser". 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)

3. Subcontracting

If the bidder intends to subcontract any portion of the resulting contract, the terms of the proposal subcontract are to be described as part of the response to the required bidder's information. The University may request additional information related to any subcontract proposed.

Section 4. Bid Evaluation Criteria

Evaluation – The award of a Snack Vending 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. Each criterion will be evaluated using a point range of 0 to 4 (0 = unsatisfactory, 1 = satisfactory, 2 = good, 3 = excellent, 4 = superior), and then multiplied by a weighted factor to be determined by the committee prior to the due date of the RFP responses.

- 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 Vending 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)

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

Information Required: Proposals should be presented by following the paragraph and numbering scheme of the RFP and provide the RFP statement as well as the response. Vendors should avoid simple statements such as “Will Comply” or “Yes”, and explain answers in full. Specific areas to be addressed are:

General Response Requirements as explained in Section 3

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 that each proponent provide a formal presentation of its 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 as requested above. 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.

CENTRAL CONNECTICUT STATE UNIVERSITY (CCSU)
REQUEST FOR PROPOSAL S078095
SNACK VENDING AGREEMENT
GLOSSARY OF DEFINED TERMS
Exhibit 1

“**Affiliate**” shall mean, as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term “control” (including the terms “controlled”, “controlled by” and “under common control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

“**Agreement Year**” means each twelve month period beginning with the Effective Date and subsequent anniversaries thereof.

“**Snack**” or “**Snacks**” means prepackaged potato chips, corn chips, popcorn, crackers, cookies, pretzels, candy, nuts, gum, mints, granola bars, breakfast bars, or related/similar products.

“**Hot Beverages**” (or “coffee” in Schedule A) means hot coffee (regular, decaf, flavored, etc), hot tea, hot chocolate, and related lighteners and sweeteners.

“**General Merchandise**” in Schedule A means pre-packaged, ready to eat or microwaveable, single serve meals such as soups, stews, casseroles, sandwiches, etc.

“**Bona Fide Offer**” shall mean a proposed agreement concerning rights and obligations similar to those contained herein, which agreement, if executed by University and the third party, would be legally binding.

“**Campus**” means all facilities operated by or in connection with the University during the Term. References to Campus include all buildings and grounds associated with the University, including, without limitation, branded or unbranded food service outlets, vending locations, press boxes, and all athletic facilities (including players’ benches and locker rooms).

“**Competitive Products**” means all snacks and beverages other than Products as defined herein.

“**Exclusivity**” The exclusivity provided by the anticipated Vending Agreement is not intended to include activities not identified or included in the definitions of the Agreement. “Exclusivity” does not include any student, faculty or administrative person who brings snacks or hot beverages on campus for personal consumption.

“**Products**” shall mean snack or hot beverage products manufactured, distributed, sold or marketed under trademarks or brand names owned by or licensed for use to the Company.

“**University Marks**” means the University’s name and emblems, and all trade names, trademarks, service marks, designs, logos, mascots, characters, identifications, symbols, and other proprietary designs that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed, or otherwise controlled by the University.

Appendix I. REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization provides snacks similar to the size and scope of the operation at CCSU. 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.

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

Appendix II. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Marcus White Annex room 006, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:

Title of Proposal: Exclusive Vending Food Service Rights Agreement

RFP Number: S078095

Proposal Due Date: 3:00 P.M., April 30, 2008

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and six (6) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. 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.
- E. 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.
- F. 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. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the 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.
- H. 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.

- I. 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)
- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- L. 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.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.
Director of Purchasing
Marcus White Annex room 006
New Britain CT 06050
Phone: (860) 832-2531
Fax: (860) 832-2523
Email: brodeur@ccsu.edu

Appendix III. PROPOSAL CERTIFICATION
Request for Proposal S078095

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 CCSU 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 Vending Food Service Agreement, hereby agree to pay the following commissions and guarantees to CCSU.

- | | |
|-------------------------------------|----------|
| A) Itemized Commission Guarantee – | |
| Vending Machines, snacks | _____ % |
| Vending Machines, coffee | _____ % |
| Vending machines, other | _____ % |
| B) Minimum Annual Guarantee, if any | \$ _____ |
| C) Sponsorship Fees, if any | \$ _____ |
| D) Signing Award, if any | \$ _____ |
| E) Complimentary Product, if any | \$ _____ |
| F) Other considerations | \$ _____ |

(attach additional sheets as necessary to provide details)

Firm _____

Authorized
Signature _____

Title _____

Commissioner of the Superior Court
Notary Public

Date _____

Appendix IV. REQUIRED FORMS

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS (rev 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)
PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__ -Bidder is certified as above by State of CT Yes__ No__ - DAS Certification Number _____
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

PLEASE COMPLETE REVERSE SIDE

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

* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of \$500,000, pursuant to Connecticut General Statutes 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws * developed by the Office of State Ethics pursuant to Connecticut General Statutes 1-81b and (2) that key employees of such person, contractor, subcontractor or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

NONDISCRIMINATION CERTIFICATION

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

I _____, _____, of _____, an entity lawfully organized and existing
(name) (title) (name of entity)

under the laws of _____, do hereby certify that the following is
(name of state or commonwealth)

a true and correct copy of a resolution adopted on the _____ day of _____, 20____ by
the governing body of _____, in accordance with all of its documents of
(name of entity)

governance and management and the laws of _____, and further
(name of state or commonwealth)

certify that such resolution has not been modified, rescinded or revoked, and is, at present, in
full force and effect.

RESOLVED: That _____ hereby adopts as its policy to support the
(name of entity)

nondiscrimination agreements and warranties required under Connecticut General
Statutes 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act
07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____, 20____.

Signature

Effective June 25, 2007

APPENDIX V – Campaign Contribution Restrictions

Campaign Contribution Restrictions. This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

- (a) For purposes of this CCR Section only:
- (1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.
 - (2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
 - (3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
 - (4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
 - (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

_. Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

Appendix VI. RFP RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

- [] Signed Proposal Certification with Commission/Guarantee proposal (Appendix III)
 - [] Form of Proposal (complete response to requirements in Section 3)
 - [] References (Appendix I)
 - [] Forms included in Appendix IV (Contract Compliance Monitoring Report, Gift and Campaign Contribution Certification, Consulting Agreement Affidavit, Ethics Laws Affirmation, Nondiscrimination Certification)
-

Connecticut State University System



**Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office**

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The

substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.

11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

No Bid Bond required with this RFP

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for

- the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
 5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
 6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
 7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7A.
 8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
 9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
 10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
 11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
 12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
 13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
 14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
 15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
 16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
 17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
 18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.
- B. Insurance**
1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
 2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
 - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
 3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate

Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of \$20,000.00
2. No Labor and Material Payment Bond is required for this RFP

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

Central Connecticut State University is an equal opportunity employer.

Appendix VIII

Employee Standards of Conduct

CCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

1. Use or possession of drugs or alcohol;
2. Possession of firearms;
3. Smoking in Agency buildings;
4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;
14. Loud, vulgar behavior or the use of profanity;

The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

To all interested parties

October 31, 2006

In an effort to provide the safest possible environment for our students, faculty and staff while recognizing that many of the services required to operate the university are provided by employees of private companies and as such are not directly subject to the Connecticut State University System Pre-Employment Background Verification Policy (dated March 4, 2005), CCSU is incorporating the following language into all its ongoing service contracts -

“The Contractor shall be responsible for conducting a worldwide background check including social security number verification; identity check; criminal arrests, convictions, and warrants; Sex Offender Registry status; and a motor vehicle check on all individuals it plans to assign to work on CCSU's campus. The Contractor shall screen individuals based on the results of their background checks prior to assigning them to work on CCSU's campus. For those individuals whom the Contractor has assigned to work on CCSU's campus, the Contractor shall provide a designated CCSU administrator with access to their background checks a minimum of two weeks prior to the beginning of their work assignments at CCSU. CCSU shall have the right to refuse the assignment to CCSU of particular individuals.”

Note that this shall apply to all new hires from November 1, 2006 forward.

Sincerely

Thomas J. Brodeur, C.P.M.
Director of Purchasing
Phone: (860) 832-2531

Schedule A
Total Sales by machine for the period July 2006 – June 2007

	ID Unit #:	Location - Type	Total Sales
001	--	Student Hall - Ice Cream	\$543.00
002	66036	Seth North - Snack	\$2,338.50
003	21209	Robert Vance Academic - Coffee	\$1,206.60
003	66623	Robert Vance Academic - Snack	\$12,777.75
004	66047	Barrows Hall - Snack 66047	\$6,958.40
005	66141	Carroll Hall - Snack 66284	\$7,421.95
007	66038	Willard Hall - Snack 66082	\$8,739.25
008	22231	Davidson Hall - Coffee	\$866.00
008	66028	Davidson Hall - Snack 66028	\$5,518.35
008	71456	Davidson Hall - General Mdse	\$177.00
009	66518	Barnard Hall - Snack	\$5,562.95
010	66054	Sam May Hall - Snack 66054	\$7,183.35
011	66060	Kaiser Hall - Snack 66043	\$7,284.75
012	66069	Library - Snack 66059	\$3,297.15
017	66178	Vance Hall - Snack 66255	\$7,315.75
019	66039	Maloney Hall - Snack 66039	\$3,328.05
020	66116	Marcus White Computer Lab - Snack 66044	\$9,560.55
021	21017	Copernicus Hall - Coffee	\$1,557.00
021	66163	Copernicus Hall - Snack	\$10,456.30
021	67051	Copernicus Hall - Snack 67051	\$8,849.00
025	66055	ITBD 185 Main St - Snack	\$2,051.30
026	21026	James Hall - Coffee 21026	\$197.40
026	66098	James Hall - Snack 66098	\$10,368.80
028	66154	Beecher Hall - Snack	\$5,317.90
029	21272	Student Center Card Office - Coffee	\$887.00
029	66618	Student Center Breakers - Snack	\$7,677.60
029	66947	Student Center Card Office - Snack	\$1,218.60
030	21221	Student Center Food Court - Coffee	\$717.00
030	66029	Student Center Food Court - Snack	\$7,624.10
031	66931	Sheridan Hall - Snack 66060	\$5,372.80
032	66082	Student Center 2nd Floor - Snack	\$1,737.05
033	21274	West Garage Level 1 - Coffee	\$338.00
033	67022	West Garage Level 1 - Snack	\$3,887.90
034	66081	West Garage Level 2 - Snack	\$1,675.60
035	66044	DiLoreto Hall - Snack 66081	\$7,343.20
036	66209	Gallaudet Hall - Snack 66222	\$9,982.90
			\$177,338.80