



**REQUEST FOR PROPOSAL**  
**EXCLUSIVE BEVERAGE POURING RIGHTS**  
**FOR SOUTHERN CONNECTICUT STATE UNIVERSITY (SCSU)**  
**RFP 18-SCSU-05**

**Southern Connecticut State University**  
**Procurement Services**  
**501 Crescent Street**  
**New Haven, CT 06515**

**Name: Cynthia Shea-Luzik**  
**Title: Manager, Procurement Services**  
**Telephone: (203)392-5490**

**Date: March 9, 2018**

*REQUEST FOR PROPOSAL*  
**RFP 18-SCSU-05**

*Summary*

Issue Date: March 9, 2018

Title: Exclusive Beverage Pouring Rights

Issuing Agency: Southern Connecticut State University

Period of Contract: The initial term of this agreement shall be for five (5) years, beginning July 1, 2018 through June 30, 2023. This agreement may, upon the mutual consent of the parties, be extended for two (2) separate twenty-four (24) month renewal terms.

Pre-proposal Meeting: If a proposer desires an on-site inspection to familiarize themselves with existing conditions on campus, this may be arranged by contacting the Agency Representative listed in the RFP. The deadline for site inspection related to this RFP shall be March 15, 2018.

Questions due: March 21, 2018

Proposal submission deadline: April 18, 2018 at 2:00pm (E.S.T.)

Sealed proposals are to be delivered to: Cynthia Shea-Luzik  
Procurement Services  
Southern Connecticut State University  
Wintergreen Building  
501 Crescent Street  
New Haven, CT 06515-1355

## **Section 1 – Administrative Overview**

### **1.1 Introduction**

Southern Connecticut State University (hereinafter referred to as the "University" or "SCSU") is seeking proposals from experienced and qualified contractors to provide exclusive beverage pouring rights, sales of packaged beverages in vending machines, and sales through soft drink post-mix fountain beverage dispensers to SCSU.

### **1.2 Authority**

This RFP is issued by SCSU under the provisions of the Connecticut General Statutes 4a-52a,10a-151b and 10a-89.

### **1.3 RFP Organization**

This RFP is organized into the following sections:

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

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

Section 3 - Proposal Requirements -- Describes the required format and content for the bidder's proposal.

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

### **1.4 Submission of Questions**

Contractors may submit questions or requests for clarification via email to [shealuzikc1@southernct.edu](mailto:shealuzikc1@southernct.edu). **The deadline for submission of questions is 12:00 p.m., Wednesday, March 21, 2018 (EST). No phone or verbal questions will be entertained.** All questions and answers, clarifications, or corrections will be distributed to all interested parties no later than Wednesday, April 4, 2018 through an addendum, via State of Connecticut's Department of Administrative Services Contracting Portal ([www.das.state.ct.us](http://www.das.state.ct.us)). **Note that any addenda issued will be posted on the Department of Administrative Services Contracting Portal, address [www.das.ct.us](http://www.das.ct.us).** Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and 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.

### **1.5 Submission of Proposals**

Contractors shall submit a clearly marked original plus **five (5)** copies of the proposal. **Contractors shall also submit one complete copy of their proposal on either a CD or USB flash drive.** Proposals shall be received by the SCSU Procurement Services Department no later than **2:00 p.m., Wednesday, April 18, 2018**, at which time a representative of the SCSU Procurement Services Department will announce publicly the

names of those firms submitting proposals. Any proposal received after this date and time shall be rejected and returned to the vendor. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

**Cynthia Shea-Luzik  
Manager, Procurement Services  
Southern Connecticut State University  
Wintergreen Building  
501 Crescent Street  
New Haven, CT 06515**

The outside cover of the package containing the proposal shall be marked:  
“RFP 18-SCSU-05 Exclusive Beverage Pouring Rights” to allow for proper identification.

**\*Note that in the event of University closing or early dismissal due to inclement weather this RFP will be due and opened at 2:00 PM on the next business day. For up to date information on cancellations or early closings, please visit the University’s website at [www.southernct.edu](http://www.southernct.edu).**

#### **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 Rights Reserved**

SCSU 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 SCSU will be served. Should SCSU 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.

## 1.9 **Final Contract**

SCSU reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Draft Boiler Plate Contract Language, attached as Exhibit A, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

## 1.10 **Inspection of Proposal 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.

## 1.13 **Contract Invalidation**

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

## 1.14 **Term of Contract**

**The initial contract period shall begin on or about July 1, 2018 and end on June 30, 2023.** This agreement may, upon the mutual consent of the parties, be extended for two (2) separate twenty-four (24) month renewal terms.

Formal award shall be in the form of a completely executed SCSU Agreement document.

## 1.15 **Fees**

All fee and cost structures quoted herein for this program shall remain firm for the entire contract term.

## 1.16 **RFP Terms and Conditions**

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated contract 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 resulting contract.

1.17 **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.

1.18 **Sustainability and Green Campus Initiative**

- In the interest of supporting SCSU's initiative to reduce waste and extraneous use of natural resources, SCSU 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 the Work**

### **2.1 General Background**

Southern Connecticut State University, a 171-acre campus located in Westville section of New Haven, is part of the Connecticut State Colleges and Universities System ("CSCU"). The CSCU, governed by a Board of Regents, consists of 12 two year community colleges, one public on-line college and four comprehensive universities. 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.

Southern Connecticut State University serves roughly 10,000 students. Almost ninety-five percent (95%) of SCSU's students are residents of the State of Connecticut. SCSU has an enrollment of approximately 6800 full-time and 800 part-time undergraduate students. In addition, SCSU serves almost 800 full-time graduate students, and 1500 part-time graduate students. Of the approximately 6800 full-time undergraduate students, approximately 2,600 reside in ten campus residence halls.

For more information about the University please visit our website at [www.southernct.edu](http://www.southernct.edu).

### **2.2 Objectives**

Southern Connecticut State University (hereinafter referred to as the "University" or "SCSU") is seeking proposals from experienced and qualified contractors to provide exclusive beverage pouring rights services to the SCSU campus. The mutual goals of SCSU and the service provider should be maximizing revenue, promoting and increasing market share, controlling costs, and providing exceptional service to the SCSU community.

It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

### **2.3 Agency Representative**

The awarded contractor shall perform all listed services under the direct supervision of the University's Agency Representative:

Mr. Brad Crerar  
Director, Michael J. Adanti Student Center  
Phone: 203-392-5505  
E-mail: [crerarb1@southernct.edu](mailto:crerarb1@southernct.edu)

### **2.4 Assignment**

The awarded contractor must agree that the resulting agreement shall be neither transferable nor assignable. Direct employees of the awarded contractor shall perform all work. To assure accountability, no sub-contractors shall be allowed to perform any work related to the contract award.

### **2.5 Current Services Information**

- 2.5.1 For a current summary of Beverage Sales for Fiscal Year 2016 and 2017, refer to Exhibit B.

- 2.5.2 The University currently distributes and/or promotes Beverages through the following operations;
- Food Service operations, including catering services, and C- store retail operations through Compass Group USA, Inc. by and through its Chartwells Division;
  - Vending machine operations;
  - Retail operations through the University Bookstore operated currently by Barnes and Noble College Bookstores.

**2.6 BEVERAGE AVAILABILITY RIGHTS:**

Subject to the Permitted Exceptions set forth in Section 2.8 below, the University agrees that all beverages distributed or sampled (that is, distributed at no cost) at all locations at the University where refreshments are sold or distributed will be product as-specified in the resulting agreement. The University agrees that it shall, or shall cause its concessionaires to, purchase its complete requirements of products for the University from the corporation, either directly or as the company's agent, provided that if the corporation is unable to supply any products that the University desires to purchase, and then the University may purchase such products from another authorized company distributor. Subject to the permitted exceptions set forth in Section 2.6 below, no competitive products shall be sold, dispensed, served, or promoted on the University Campus or in connection with the University.

- 2.6.1 The University shall use reasonable efforts to permit promotions maximizing concession sales and sale of and distribution of products on the Campus.
- 2.6.2 The University shall promote the sale of products by allowing products to be sold in approved cups or twenty- ounce (20) bottles at all sporting events.
- 2.6.3 Subject to the permitted exceptions set forth in Section 2.8 below, all beverages sold, dispensed, served, distributed for free (sampled), advertised or promoted anywhere, anytime, on the campus and in connection with the University and the teams shall be the Contractor's products.

**2.7 MARKETING RIGHTS:**

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

- 2.7.1 Market and promote the beverages in connection with the University, the campus, and teams, including the right of recognition of its sponsorship on panels;
- 2.7.2 Market and promote Beverages in connection with the University. The University acknowledges and agrees that such promotional activities may be conducted in conjunction with the Corporation's customers; as such shall have the right to incorporate its customers' marks, logos, and branded products with the University Marks on any advertising, point-of-sale, packaging, or premium items or materials. University will grant to the Corporation a license to use the University Marks on a royalty-free basis for the purpose of promoting Products as provided in the Contract;
- 2.7.3 Sample Products and survey individuals on the Campus with the University's prior approval, which shall not be unreasonably withheld;

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

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

- 2.7.5 Materials promoting the Products at the point-of-sale on the Campus shall be clearly visible to the purchasing public and shall be displayed in a manner and location acceptable to both University and sponsor.
- 2.7.6 Product trademarks shall be prominently displayed on menu boards and menus on the Campus whenever practical.
- 2.7.7 Only Product trademarks shall be displayed on beverage vending machines on the campus.
- 2.7.8 University shall provide the Corporation with media and other marketing rights, all of which shall be exclusive with respect to Beverages.
- 2.7.9 University shall have the right to pre-approve (i) the concept for any promotional activity and (ii) any artwork or other items created by the Corporation for use in promotional activities or otherwise in accordance with the terms of this Contract and that incorporate any of the University marks, provided, however, if the University fails to respond to any submission within a period of twenty (20) working days subsequent to the actual receipt by the University of such submission, then such submission shall be deemed approved by the University.
- 2.7.10 Subject to the Permitted Exceptions set forth in Section 2.8, University agrees that it shall not, directly or indirectly, (nor shall University permit anyone to whom University has granted promotional, advertising or other rights) maintain any agreement or relationship pursuant to which any Competitive Products are associated in any manner with University, the Campus, or the Teams in any fashion that creates or tends to create the impression of a relationship or connection between the University, the Campus or the Teams and any Competitive Product. For further specificity, and not by way of limitation, University agrees that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be permitted anywhere on the Campus. Nothing contained herein shall prevent on-Campus consumption (but not resale or re-distribution) by students, faculty or their guests of Competitive Products purchased outside the Campus.

## **2.8 PERMITTED EXCEPTIONS:**

- 2.8.1 For as long as a similar Product is unavailable, the University shall have the right to make available for sale on the campus (i) freshly-brewed coffee and freshly brewed specialty coffee, (ii) freshly-brewed tea, (iii) hot chocolate, (iv) milk, and (v) premium sodas and drinks. This shall not be deemed to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards and on dispensing equipment.

- 2.8.2 For certain special events and receptions in residence halls, products of other manufacturers and premium sodas may be made available if donated by private parties or purchased by the event sponsors.
- 2.8.3 The University will ensure that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products is displayed on Campus except for advertising in the student newspaper and except for ads on the student radio station broadcast on Campus as the University cannot control such activities.

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

Awarded Contractor will provide vending equipment and service sufficient to meet University's reasonable needs as follows:

- 2.9.1 During the Term, Contractor will provide to University, pursuant to Contractor's standard equipment placement specifications, at no cost, all Beverage dispensing equipment ("Equipment") which is reasonably required in Contractor's discretion to dispense Products at the University. In the event that the University takes a building offline for renovation or constructs a new building the University and Contractor shall mutually agree to remove or add Equipment.
- 2.9.2 University agrees: (i) that all Equipment placed by Contractor shall remain the property of Contractor during and after the Term of this Agreement; (ii) the Equipment may not be removed from the University without Contractor's written consent; (iii) University will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Contractor for its Equipment; and (iv) University will be responsible to Contractor for any loss or damage to the Equipment resulting from University's negligence or willful misconduct. University represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment. Contractor will not be held liable for any damages arising out of defective electrical services.
- 2.9.3 Contractor will provide University service to its Equipment at no cost to the University. Equipment service will be provided during normal business hours, except that University and Contractor may mutually agree upon a schedule for service that may be needed outside of normal business hours. Contractor will provide a "hotline" number to report service and repair calls 7 days a week. All repair calls will be responded to within a total average response time of 24 hours. Contractor agrees to inspect each full service Beverage vending machine when supplying or servicing it and to bring each full service Beverage vending machine up to the highest industry standards of cleanliness and repair, including but not limited to cleaning all customer contact surfaces such as selector buttons, knobs and handles. Contractor will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Contractor. Contractor will not be liable for damages of any kind arising out of delays in rendering service.
- 2.9.4 If there is an issue with service (i.e. repair, maintenance and/or the stocking of vending machines) from Contractor, University and Contractor shall negotiate in good faith for an appropriate in kind remedy such as complimentary cases of Products.

- 2.9.5 The University requires the Contractor to provide both new and updated Vending and related auxiliary equipment, including beverage dispensing units in Connecticut Hall. 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.

All vending and related auxiliary equipment must comply with current Federal Americans With Disabilities Act (ADA) regulations.

- 2.9.6 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.
- 2.9.7 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.
- 2.9.8 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 SCSU Card Office. All refund requests shall be made to the SCSU Card Office or online on the SCSU Card Office web site. Refunds due to machine malfunctions shall be recorded and reimbursed by the Contractor as part of the monthly reconciliation.
- 2.9.9 The Contractor shall be responsible for reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of the University immediately upon noticing the incident.

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.

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.

- 2.9.10 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.

- 2.9.11 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.

- 2.9.12 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.

## **2.10 Equipment and Facilities Maintenance, Replacement and Sanitation:**

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

The customer contact surfaces of all 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 University Card Office.

- 2.10.2 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.

- 2.10.3 A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment, including soft drink equipment, shall be instituted and carried out by the Contractor. This program shall be described in detail with each proposer specifying equipment and parts backlog to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment owned by the Contractor or that on loan to the University.

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

- 2.10.4 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 beverage 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.

- 2.10.5 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.
- 2.10.6 Industry improvements on vending equipment occurring during the life of this contract shall be incorporated by the Contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the Contractor. Such improvements shall include, but not be limited to: odd-cent coin mechanism, "fail-safe no touch burglar alarms, self-locking coin boxes and various electronic security and metering devices.
- 2.10.7 The Contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measure required to accomplish maximum property, product and revenue security when presented in writing by the Contractor and mutually agreed by the University.

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

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

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

- 2.10.10 The University has separate arrangement in place for recycling all beverage bottles and cans.

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

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

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

- 2.10.12 The University shall be responsible for the costs of insect and pest control in all vending service and storage areas only. The Contractor shall maintain maximum insect and pest control for his products and equipment.

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

- 2.10.14 All materials, equipment and supplies provided by the University and the Contractor must comply fully with all safety requirements as set forth by the Connecticut Administrative Code, rules of the Industrial Commission on Safety and all applicable OSHA Standards.

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

- 2.10.15 The Contractor, at its expense, may make alterations and facility changes with the addition of decorative motif to "bank" or "gang" vending locations the Contractor feels is essential to the Contractor's mode of operation. The Contractor shall propose any such alterations or facility changes to the Agency Representative for prior approval. Any changes in the physical structure of the building require prior approval of the Connecticut Department of Construction Services.

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

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

**2.12 PERFORMANCE BOND:**

- 2.12.1 The awarded contractor is required to furnish a performance bond in the amount of \$20,000 made payable to Southern 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.
- 2.12.2 The performance bond must be in effect for the entire contract period and may be renewed annually on the anniversary of the agreement date
- 2.12.3 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.
- 2.12.4 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.

**2.13 Insurance Requirements**

2.13.1 Before commencing performance, the Awarded Contractor shall obtain and maintain at its own cost and expense for the duration of the contract, the following insurance:

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.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury.

Workers Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease, policy limit, \$100,000 each employee.

Additional Insured Provision

The Awarded Contractor shall add the State of Connecticut, the Board of Trustees for the Connecticut State University and Southern Connecticut State University, its officers, agents and employees as additional insured under the commercial general liability policies for purposes of the contract. **This document must be submitted to the SCSU Purchasing Department prior to beginning work at the University.**

In the event the Awarded Contractor fails to maintain and keep in force the required insurance, SCSU shall have the right to terminate the contract forthwith and without notice.

The Awarded Contractor must agree to indemnify and save harmless Southern Connecticut State University, the Board of Regents for the Connecticut State University System, its agents 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.

#### **2.14 INDEMNIFICATION AND INSURANCE:**

- 2.14.1 The awarded contractor must agree to indemnify and hold harmless Southern Connecticut State University and the State of Connecticut from claims, suits, actions damages and costs 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.
- 2.14.2 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 System and Southern Connecticut State University, its officers, agents and employees as additional insured.

#### **2.15 CAMPUS DEBIT CARD SYSTEM:**

- 2.15.1 All vending machines shall have card readers that are supplied by the Contractor and must be current technology. The University reserves the right to review and change these specifications upon contract renewal 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 SCSU prior to installation.
- 2.15.2 The University currently uses Odyssey version 7.11 as its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 ([www.cbord.com](http://www.cbord.com)), developed the Odyssey system application. All sales including cash, credit and or debit (aka Hoot Loot Card) will be determined through the University's 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.
- 2.15.3 The University wishes to initiate a solution whereby sales reported and paid to the awarded Contractor are reduced by the applicable commission rate.

**2.16 PERSONNEL EMPLOYMENT PRACTICES AND STAFFING:**

- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 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.
- 2.16.4 The awarded Contractor shall control the conduct, demeanor and appearance of its employees and agents.
- 2.16.5 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.
- 2.16.6 Employee uniforms shall be provided by the awarded contractor that are mutually agreed by the University and awarded contractor to be best suited for the job function intended, and easily and appropriately identify the awarded contractor and employee by name. All employees of the awarded contractor shall wear an approved uniform while on duty at the University.
- 2.16.7 All employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable federal and State of Connecticut governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.

**2.17 COMMISSIONS, ACCOUNTING AND PAYMENTS:**

- 2.17.1 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).
- 2.17.2 The commissions expensed shall include the percentage of net sales on individual vending product categories or a minimum guarantee of total commission per year, whichever is greater.
- 2.17.3 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 SCSU 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 SCSU 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.

- 2.17.4 All sales including cash, credit and or debit (aka Hoot Loot Card) shall be determined through the University's Odyssey system. The sales derived from the University's Odyssey system shall be the basis for determining gross sales.
- 2.17.5 A voucher refund system shall be required and shall involve dispersing of funds through representatives of SCSU. The voucher system shall include a form supplied by the Contractor and approved by the University to be filled out by the person making refund claims and shall include information regarding what machine, what happened, amount of loss, amount of refund, date, building, and who suffered loss. The Contractor shall expedite and be liable for the supply and maintenance of funds for such refunds to the satisfaction of the University.
- All vending machine locations shall display instructions, provided at awarded contractors cost where refunds may be obtained. The University shall be provided documents to verify reported refunds as part of each period statement.
- 2.17.6 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 SCSU 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.
- 2.17.7 SCSU'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, SCSU shall receive the same amount in commission compensation for such decreased tax.
- 2.17.8 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 SCSU.
- 2.17.9 Commissions shall not be paid on the Contractor's revenue losses resulting from vandalism or theft of money or product from vending equipment at SCSU.
- 2.17.10 A representative of SCSU 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 SCSU and the route employee at a location and by means determined by SCSU 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.

2.17.11 SCSU shall require the awarded contractor to provide the following information:

1. 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 Hoot Loot Card sales on all reports. The awarded contractor shall be allowed sixty (60) days to reconcile sales and commission statement before the penalty of commission due to an un-reconciled statement is initiated. During the unreconciled term, the Contractor shall pay the University at the highest commission rate based upon the University's report on cash and hoot loot sales. If reconciliation is not completed by the 61<sup>st</sup> day, the payments as stated above will stay in effect.
2. If the awarded contractor's' statement does not reconcile with the University's report on cash and Hoot Loot sales and commissions, the University shall receive the highest commission payment for that period until reconciliation is finalized. The awarded contractor shall be allowed sixty (60) days to reconcile said sales and commission statement before the penalty of commission due to an un-reconciled statement is initiated.
3. Building location of machines and product to be sold at that location (upon award).
4. Machine number (upon award)
5. Selling prices of product's offered (upon bid submittal).
6. Week and year machine installed (upon award/installation).
7. Week and year machine removed from service (as warranted).
8. Refunds, discards and tests for each item by category (as warranted).
9. Proposed new locations for machines and product to be sold at those locations.

2.17.12 Payments: The Contractor shall pay SCSU 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.

2.17.13 All period commission statements and payments shall be sent to the University Controller's Office. Vending commissions and guarantee payments not received by SCSU 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.

A sample Commission Report is attached as Exhibit C. The Contractor shall submit commission reports in this format.

- 2.17.14 One year from the effective date of this contract, and each full year thereafter during the life of the contract, the Contractor shall pay SCSU that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 30th day of the following accounting period in which they were earned and recorded as commissions paid in the year the guarantee was due. Upon authorized and mutually agreed early termination of this contract, partial year guarantee commissions due, if any, shall be determined by dividing the prior year commissions earned through the date of termination by the prior contract year total commission or guarantee received, whichever is greater and multiply the resulting percentage prorated commission received the prior year by the annual guarantee required per proposal submitted. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid to SCSU by the 30th day of the following accounting period.
- 2.17.15 On expiration or termination of this contract, commission due SCSU 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.
- 2.17.16 On requests of the University, the awarded contractor shall meet with representatives of the University to review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Any period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.
- 2.17.17 All records pertaining to the operations of vending service shall be open for inspection and/or audit by the State and/or SCSU at any or all reasonable times.
- 2.17.18 SCSU shall be advised by the Contractor of the audit of their own records and operations SCSU.
- 2.17.19 No fees shall be assessed by the Contactor other than those specified in the resulting contract.
- 2.17.20 SCSU reserves the right to review, on an annual basis, the products being offered through this contract and make suggestions for product changes based on usage. Similarly the awarded contractor shall be able to make suggestions for product changes. Any suggested changes will require mutual consent prior to actual change out.

## **Section 3. Proposal Requirements**

### **3.1 Response Requirements**

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

All proposals must include a written point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. No fewer than an original and **five (5)** 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.

Any RFP response, subsequent submittals and resultant Contract are subject to Freedom of Information Act (FOIA) Connecticut General Statute (CGS) Section 1-218. Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University. Trade secrets or commercial or financial information given in confidence submitted by a Proposer shall not be subject to public disclosure, however, the Proposer must clearly identify on every page of its proposal the information that it considers confidential. In addition, a written notice must be provided that identifies the rationale for the confidentiality of the information and if the information is subsequently requested, the pages marked confidential will be handled in accordance with FOIA Statute.

**Labeling the entire contents of a proposal “confidential” is not acceptable and may result in rejection of the proposal.**

### **3.2. Proposer Qualifications and Information**

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

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

- A. Provide a detailed proposed Beverage Agreement Plan. Identify specific sales and revenue objectives for each product. Describe programs and resources which support achieving the identified objectives.
- B. Identify all products that would be available under the agreement, including beverage category, package sizes, etc. Include syrups, pre-mix, and CO2.
- C. Provide pricing for all products that would be available under the agreement. Pricing commitments must be guaranteed for a minimum of three (3) years. After the initial three (3) year term, prices may be adjusted up or down in an

amount not to exceed the Consumer price index (CPI) appropriate for the commodity. SCSU expects any increases to be consistent with those applied to other customers of similar size and nature. Indicate your acceptance of this requirement.

- D. Provide complete information on proposed “economic package”, including Signing Bonus, product pricing, commissions, complimentary product, and guaranteed revenue to the University. See Appendix A.
- E. Provide complete details on any additional financial support offered, such as marketing support, Student, Academic and Athletic initiatives, volume incentives etc.
- F. Describe in detail the following aspects of your accounting and auditing:
- Vending personnel accounting controls;
  - Method of recording, checking and reporting sales, and the methodology for incorporating the University’s cash and Hoot Loot card sales;
  - Route and internal control of cash handling of vending machine counting facilities and refund system. Explain controls used to separate vending machine changer funds and revenues;
  - Internal audit system;
  - Regular accounting and cash collection control forms used with detailed explanation of each and their importance;
  - Route man inventory and cash control procedures with example control card and card entry procedures and audit;
  - Identify proposed accounting periods (minimum twelve (12) annually);
  - Copy of proposed period revenue and commission statements as specified;
  - Formula for how commissions are determined, including how the \$0.05 bottle deposit and other costs or fees would affect actual commissions.
  - Acknowledgment for commissions based upon the University’s cash and Hoot Loot card sales and the penalty for unreconciliation as stated in section 2.13.11 item 1.
- G. Provide an organization chart and a plan for the administrative management, supervision and staffing required under the specifications of the resulting contract, including regional and headquarters support and description of the qualifications of the manager candidate to be assigned to the University.
- H. Name and address of operating company and the names of all the owners or principals of the company or corporation. Indicate ownership, i.e., corporation, partnership, etc., under its present business name.
- I. Provide a description 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, which would enhance the minimum equipment requirements specified by location by machine. Include information on energy saving vending machines that would be used at SCSU (including information presented in item V. below regarding Energy Misers), as well as MDB card readers that will capture all cash and Hoot Loot sales on all Contractor's vending machines.
- 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. Provide information on any bottle recovery and recycling initiatives that would be offered and incorporated into any subsequent contract.
- 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. Proposals are required to be complete and accurate. Omission, inaccuracy of misstatements may be sufficient cause for rejection of proposal.
- R. 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.
- S. 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.
- T. 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.
- U. SCSU has made a commitment to energy and natural resource conservation. The vendor must provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency for vending machines. The vendor is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and an updated list of qualifying products. Include complete energy efficiency information on the equipment being proposed, including provisions for or inclusion of peripheral energy saving equipment such as the “Vending Miser”. Explain your understanding of this requirement and your ability to comply, including ENERGY STAR specifications and ratings for the equipment.
- V. Provide information on any bottle recovery and recycling initiatives that would be offered and incorporated into any subsequent contract.
- W. In the event that an award is made to a company that is not the incumbent, the university will need to know the following:
- For the incumbent, provide a plan, including approximate schedule and time line, for the removal of all existing equipment.
  - For a bidder who is not the incumbent, provide a plan, including approximate schedule and timeline, for the provision and installation of all new, one-for-one, equipment.
- Note that proposers will NOT be scored on this response.
- X. Provide other such information as the bidder deems pertinent for consideration by the University (supplemental information, value added services, etc.)

## **Section 4. Bid Evaluation Criteria**

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

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

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

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

### **Evaluation Criteria**

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

- Demonstrated ability based on experience, qualifications and references, to provide the services, product and equipment requested;
- References, specifically experience in Higher Education;
- Quality and soundness of internal accounting program, including reconciliation process and accounting statements (See Exhibit C);
- Economic package, including Signing Bonus, product pricing, commissions, and guaranteed revenue to the University;
- Variety and scope of products;
- Proposed plans for advertising, merchandising and promotion;
- Quality of Beverage Agreement Plan, including feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives;
- Quality of equipment preventative maintenance program;
- Quality of organizational chart, including local team and management qualifications and experience;
- Sponsorship and marketing support of University Programs, including Student, Academic and Athletic initiatives;
- Demonstrated commitment to energy savings, sustainability and bottle recovery/recycling program;
- 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);
- Additional information/value added services proposed;
- 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.

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

**Presentations:** As part of the evaluation process, the University reserves the right to request a formal presentation by any or all qualified Proposers and to visit locations for which the Contractor currently operates. The Purchasing Department shall schedule the presentations following committee review of the proposals. Proposers should be prepared to discuss and substantiate all areas of their proposals. This is a fact finding and explanation session only and does not include negotiation.

**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 seven (7) business days of receipt of any request for clarification by the University.

**Proposal Qualification Data:** If necessary to evaluate proposer qualification, proposer may be requested to furnish information including but not limited to the following items:

- Financial resources.
- Personnel resources.
- Executives and key person resumes.
- Ability to meet delivery and support schedules.
- Ability to meet specifications and quality requirements.

## APPENDIX I- REFERENCES

List the company name, e mail address, mailing address, contact person and telephone number of five (5) locations where your company has performed similar work as related to this bid.

<u>Company Name</u> e-mail address	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1. _____ _____	_____	_____	(____)_____
2. _____ _____	_____	_____	(____)_____
3. _____ _____	_____	_____	(____)_____
4. _____ _____	_____	_____	(____)_____
5. _____ _____	_____	_____	(____)_____

This form must be included with your bid.

## **Appendix II. INSTRUCTIONS TO PROPOSERS**

- A. Proposals must be addressed and delivered to the Cynthia Shea-Luzik, Procurement Services, Wintergreen Building, Southern Connecticut State University, 501 Crescent Street, New Haven, CT 06515

**Name of Proposer:**

**Title of Proposal:** Exclusive Beverage Pouring Rights

**RFP Number:** RFP 18-SCSU-05

**Proposal Due Date:** 2:00 P.M., April 18, 2018

No telephone, telegraphic or facsimile proposals will be considered.

**NOTE:** Any proposal received after 2:00 pm on April 18, 2018 shall be rejected and will not be opened.

- B. Proposals should include **one (1) original** (signed in ink) and **five (5) copies** plus **one (1) complete copy electronically on CD or USB flash drive**.
- 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 shall be superseded by the written agreement.
- K. SCSU 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:

Cynthia Shea-Luzik  
Manager, Procurement Services  
Southern Connecticut State University  
Wintergreen Building  
501 Crescent Street  
New Haven, CT 06515  
Email: [shealuzik1@southernct.edu](mailto:shealuzik1@southernct.edu)

Deadline for questions is March 21, 2018 at 12:00 pm. Any answers, clarifications or corrections that change the scope of this RFP shall be issued in the form of an addendum to this RFP and posted on the DAS Contracting Portal by April 4, 2018.

## Appendix III. PROPOSAL CERTIFICATION

### Exclusive Pouring Rights - RFP 18-SCSU-05

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 SCSU 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 Exclusive Pouring Rights, hereby agree to pay the following commissions and guarantees to SCSU:

**A) Itemized Commission Guarantee –**

**Beverage Machines** \_\_\_\_\_%  
(attach additional sheets as necessary to provide detail, breakdown, etc.)

**B) Minimum Annual Guarantee \$ \_\_\_\_\_ or the commission schedule, whichever is greater**

**C) Sponsorship Fees** \$ \_\_\_\_\_  
(attach additional sheets as necessary to provide details)

**D) Signing Award** \$ \_\_\_\_\_

**E) Complimentary Product** \$ \_\_\_\_\_  
(attach additional sheets as necessary to provide details)

**F) Other considerations (attach additional sheets as necessary to provide details)**

**Firm** \_\_\_\_\_

**Authorized** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

## **Appendix IV – NON-DISCRIMINATION CERTIFICATION**

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- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
  - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
  - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
  - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as

defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, 27or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

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

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

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

## **Appendix V – CAMPAIGN CONTRIBUTION RESTRICTIONS**

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 11 (reproduced and inserted below).

### **SEEC FORM 11**

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

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

#### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **DUTY TO INFORM**

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

## PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor.

Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

## CONTRACT CONSEQUENCES

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

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

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

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

## DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by

the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement. "Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities. "Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

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

as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

## **Appendix VI - RFP RESPONSE CHECKLIST**

### **RFP Forms -**

- ( ) References (Appendix I)
- ( ) Proposer Certification Sheet (Appendix III)
- ( ) SCSU-1 Contract Proposal

### **Commission for Human Rights and Opportunities (CHRO) for State**

#### **Contracts –**

- ( ) Contract Compliance Monitoring Report (5 pages)  
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

#### **Ethics Affidavits & Certifications for State Contracts –**

<http://www.ct.gov/opm/site/default.asp>

- ( ) Form 5. Consulting Agreement Affidavit
- ( ) W-9 Taxpayer Identification Number and Certification –  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **DRAFT BOILERPLATE CONTRACT LANGUAGE – EXHIBIT A**

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
7. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.
8. **Nondiscrimination.**
  - (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree

of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

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

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

9. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
10. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
11. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or

more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.

12. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
13. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
14. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
15. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
16. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
17. **Contractor's Standards of Conduct.**
  - (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
    - i. Use or possession of drugs or alcohol;
    - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
    - iii. Smoking in buildings;
    - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
    - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
    - vi. Unauthorized use of Institution vehicles, equipment or property;
    - vii. Use of University telephones for personal business;
    - viii. Removal or theft of University property;
    - ix. Unauthorized duplication or possession of University keys;
    - x. Transfer of personal identification card or of parking pass to unauthorized personnel;

- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

18. **Contract Termination for Cause.** The University may terminate any resulting Contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the Contract.

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

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

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

If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of remedy, the University reserves the right to terminate the Contract. Or if the noncompliance recurs the university reserves the right to terminate the Contract without providing a Notice to Cure.

19. **Contract Termination for Convenience.**

Termination by the University: Except as provided in Section and subject to the section intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time upon sixty (60) days written notice, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the Contractor at least sixty (60) calendar day's written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor under the following conditions.

Notice must be received on or before	For a cancellation effective date of the following
December 31 <sup>st</sup>	June 30
July 1	December 31 <sup>st</sup>

Nothing in this section shall affect the parties' obligations and responsibilities, under this Agreement, during the period after notice is given. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on either June 30<sup>th</sup> or December 31<sup>st</sup>, depending on the date of receipt of the notice.

20. **Data Security.**

(a) The Contractor acknowledges that it may have access to Personal Identifiable Information ("PII"). For purposes of this Agreement PII means an individual's first name or first initial and last name in

combination with any one, or more, of the following data: (1) Social Security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

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

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

## EXHIBIT B

### SUMMARY OF BEVERAGE SALES

FY2016 & FY2017

<b>Fiscal Year</b>	<b>Gross Beverage Sales</b>	<b>Cases</b>	<b>Commission Paid</b>
2016	\$124,000	3845	\$41,100
2017	\$110,000	3367	\$36,400
<b>Total FY16 &amp; FY17</b>	<b>\$234,000</b>	<b>7212</b>	<b>\$77,500</b>

### Current Products & Pricing:

<u>Product</u>	<u>Vending Price</u>
20-oz. Carbonated Soft Drinks	\$1.75
20-oz. Dasani (Regular & Flavors)	\$1.75
20-oz. Glaceau Vitamin Water	\$2.25
16-oz. Energy Drinks	\$2.50
15.2 oz. Minute Maid Juice	\$1.75
20 oz. Powerade	\$1.75
20 oz. Minute Maid Refreshment	\$1.75

Name of Company  
Commission Report for December 2017

Southern CT State University  
501 Crescent St.  
New Haven, CT 06515

SAMPLE REPORT STYLE

<u>Terminal</u> <u>NUMBER</u>	<u>OUTLET NAME</u>	<u>LOCATION</u>	<u>Total</u> <u>Cases</u>	<u>Non-</u> <u>Deposit</u> <u>Cases</u>	<u>Deposit</u> <u>Cases</u>	<u>Deposit</u> <u>Amount</u>	<u>Cash</u> <u>Collected</u>	<u>Should Be:</u> <u>Debit</u> <u>Amount</u>	<u>Cash Coll.</u> <u>+Debit -</u> <u>Deposit</u> <u>Amount</u>	<u>Commission</u> <u>Amount</u>	<u>Check</u> <u>Amount</u>	<u>Difference</u>
12345	Hallway 20 Oz.	Temp. Bld #8	4	2	1	\$1.20	40.00	48.00	\$86.80	\$30.38		(\$30.38)
123456	SCSU Englmn Wng C CSD	CSD Eng Wing C	5	3	2	\$2.40	560.00	89.00	\$646.60	\$226.31		(\$226.31)
1234567	SCSU Englm Wng C NCB	NCB Wing C	8	2	6	\$7.20	250.00	50.00	\$292.80	\$102.48		(\$102.48)
<b>Total For Month</b>			<b>17</b>	<b>7</b>	<b>9</b>	<b>\$10.80</b>	<b>\$850.00</b>	<b>\$187.00</b>	<b>\$1,026.20</b>	<b>\$359.17</b>	<b>\$0.00</b>	<b>(\$359.17)</b>

**READ CAREFULLY**

BID NO.: <b>RFP 18-SCSU-05</b>	BID OPENING DATE: <b>April 18, 2018</b>	BID OPENING TIME: <b>2:00pm</b>	SURETY AMOUNT: <b>N/A</b>	DATE ISSUED: <b>March 9, 2018</b>
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION:  
**Exclusive Beverage Pouring Rights**

TERM OF CONTRACT/DELIVERY DATE REQUIRED  
**Initial term of Contract: July 1, 2018 – June 30, 2023**

Cynthia Shea-Luzik      3/8/2018  
 Cynthia Shea-Luzik      Date  
 Manager, Procurement Services  
 Email : [shealuzik1@southernct.edu](mailto:shealuzik1@southernct.edu)

**AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge of the standard bid and contract terms and conditions of current issue and in effect on the date of bid issue.
2. Your written signature below indicates agreement of the CSCU standard terms and conditions of which are incorporated herein.

**Bidder Information**

<b>COMPLETE</b> COMPANY NAME (TRADE NAME, DOING BUSINESS AS)		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)		
COMPANY ADDRESS	STREET	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)		TELEPHONE NUMBER (INCLUDE TOLL-FREE NUMBERS)		FAX NUMBER
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED COMPANY			DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLED OF AUTHORIZED PERSON	
COMPANY E-MAIL ADDRESS AND/OR COMPANY WEB SITE				
IS YOUR BUSINESS A: <input type="checkbox"/> PROPRIETORSHIP (INDIVIDUAL) <input type="checkbox"/> PARTNERSHIP OR <input type="checkbox"/> CORPORATION (TYPE OF CORPORATION)				
IS YOUR BUSINESS <b>CURRENTLY A DEPARTMENT OF ADMINISTRATIVE SERVICES CERTIFIED SMALL BUSINESS ENTERPRISE:</b> <input type="checkbox"/> Yes ( <b>ATTACH CERTIFICATE TO BID</b> ) <input type="checkbox"/> No				
IF YOUR BUSINESS IS A <b>PARTNERSHIP</b> , YOU <b>MUST</b> ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.				
IF YOUR BUSINESS IS A <b>CORPORATION</b> , IN WHICH STATE ARE YOU INCORPORATED?				
IF YOU ARE A <b>STATE EMPLOYEE</b> , INDICATE YOUR POSITION, AGENCY & ADDRESS:				
HAS YOUR BUSINESS RECEIVED FUNDING FROM THE SMALL BUSINESS ADMINISTRATION? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>REMITTANCE INFORMATION</b> , IF DIFFERENT FROM ABOVE				

# 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.biznet.ct.gov/SCP\\_search/default.aspx?acclast](http://www.biznet.ct.gov/SCP_search/default.aspx?acclast) 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**

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
2. The proposal bond must be executed by the proposer as follows:
  - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
  - (b) If the proposer is a partnership - must be signed by a general partner;
  - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as . . . ."
3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

**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 7C.
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 one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

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.

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

(Revised 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.

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**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 paralegals, 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.

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

**PART I - Bidder Information**

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

**PART II - Bidder Nondiscrimination Policies and Procedures**

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

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
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 (ENTER FIGURES 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)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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