

ADDENDUM #1

DATE: August 26, 2008

TO: All Prospective Bidders

FROM: Kristin Allen, Purchasing Agent II

RE: **RFP# KA081808 Catering Services for Hartford Executive MBA Program**

All respondents are hereby advised of the following amendments to the Request for Proposal documents which are hereby made an integral part of the bid documents for the subject contract, prepared by the University of Connecticut, Purchasing Department.

Proposals submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondents shall be required to acknowledge receipt of this addendum in their proposal response. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.

The Contact person noted in Section 3.2, page 15 of the RFP document for the Mandatory Site Examination has been changed to Cyndi Soucy. Please contact Cyndi at Cyndi.soucy@business.uconn.edu

The bid opening date will remain the same: Monday, September 15, 2008 @ 2:00 p.m.

Name of Bidder

Date

Address

Signature and Title

Email

Printed Name



REQUEST FOR PROPOSAL
FOR THE
UNIVERSITY OF CONNECTICUT
HARTFORD EXECUTIVE MBA PROGRAM
FOR
CATERING SERVICES
KA081808

Issue Date: 8/18/2008

Proposal Opening: 9/15/2008 @ 2:00 p.m.

Firm's Name

Kristin Allen
Purchasing Agent II
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kristin.allen@uconn.edu

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SECTION 1 PROJECT OVERVIEW

- 1.1** The University of Connecticut Purchasing Department (hereinafter referred to as the “University”) in Storrs, Connecticut is requesting proposals (RFP’s) from experienced and qualified caterers to establish a University contract to provide catering services to its Hartford Executive MBA Program for the period September 1, 2008 through August 31, 2009 at the 100 Constitution Plaza Campus, Hartford, CT.

Caterers interested in providing the required services should submit their discounted rates based on the following specifications, general terms and conditions, sample menus and tentative schedule of events.

- 1.2** In soliciting proposals, it is the University’s intent to establish a primary caterer for providing said services. The University reserves the right to make multiple awards resulting from this Request for Proposal (RFP). If at any time service is needed and cannot be provided by the primary vendor within the desired time frame, the University reserves the right to procure service from designated secondary or tertiary respondents.

Once a contract is issued, the University will place orders using Blanket Purchase Orders.

1.3 **Term**

The term of any contract resulting from this RFP will be effective through August 31, 2009. By mutual agreement of both parties in writing, the resultant contract may be extended for four (4) additional one (1) year, subsequent periods or parts thereof. Such intent to renew shall be conveyed to the caterer in writing thirty (30) days prior to the effective date.

1.4 **Prices**

All prices and/or discounts offered in response to this Request for Proposal shall remain fixed for the full term of the contract.

In the event that the above renewal option is exercised, the rates quoted in response to this RFP shall not be altered, modified or changed in any respect.

1.5 **Value**

The total expenditure for the fiscal year 2007 – 2008 was approximately \$75,000.00. Because the total volume of catering services to be required for the year cannot be pre-determined, any contract resulting from this RFP will not guarantee a specific amount of business or income. It should be noted that any contract resulting from this RFP will not be an “exclusive” contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.

1.6 **Specifications**

It is not the intent of these specifications to rule out or eliminate any prospective proposer. If the services you intend to propose do not comply with the specifications as written, you are instructed to attach to your proposal response a complete itemization and explanation for each deviation or variation to the specifications. The University may, at its discretion, consider or deny any deviation and purchase the services which best suit its intended use. The proposer shall not purposely propose services of a lesser quality, which requires deviation from the specifications, if the proposer can furnish the services which will comply with the minimum specifications.

1.7 Method of Award

Each proposal will be evaluated by a committee of interested individuals. The award shall be made to the most responsive and responsible bidder offering the best value and most economical proposal. The evaluation will not be disclosed until after the contract award. All proposers, in submitting responses, concur with this method of award and will not, under any circumstances nor in any manner dispute any award made using this method.

1.8 RFP Evaluation Criteria

The award of a “Catering Service” Agreement will be based upon a comprehensive review, analysis 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 proposer offering the best value and with the highest total matrix scores 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.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor’s response to the following criteria:

A. Responsiveness to Specifications	10 Points
B. Demonstrated Satisfaction of Previous Clients/References	35 Points
C. Price/Quality/Variety/Flexibility of Menus	25 Points
E. Adherence to Quotation instructions	30 Points

Total Maximum Points Available: 100

SECTION 2

TERMS AND CONDITIONS

2.1 Each vendor, by submitting a proposal, represents that the vendor has:

- 2.1.1.** Read and completely understands the RFP documents and attachments thereto.
- 2.1.2** Is familiar with the conditions under which services would be provided, including availability and cost of materials and labor.
- 2.1.3** Agreed that the offer shall be valid and irrevocable for a period of sixty (60) days from the date designated for the bid opening.

2.2 Receipt Of Proposals

- 2.2.1** The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076, until 2:00 p.m. (EST), on Monday, September 15, 2008. Due to the complexity of the proposal, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Purchasing Department. All interested parties are, however, welcome to attend the proposal opening.
- 2.2.2** Any response received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
- 2.2.3** Each proposer shall be solely responsible for the delivery of their proposal to the University at the place and before the time as specified in 2.2.1 above.
- 2.2.4** Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the proposer.
- 2.2.5** The University reserves the right to reject any or all proposals received. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected proposer exists, or after the University has rejected all proposals.
- 2.2.6** A proposer shall promptly notify the University of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents.
- 2.2.7** From the date of receipt of this Request for Proposal by each vendor until a binding contractual agreement exists with the selected vendors and all other vendors have been notified or when the University rejects all proposals, all communications between the University and the vendors must be through the designated Purchasing Agent as noted in section 2.3.6.

2.3 Preparation of Proposals

- 2.3.1** Proposals shall include an exact copy of the "Form of Proposal". All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and

figures. If there is a discrepancy between the words and figures, the amount shown in words shall be deemed correct.

- 2.3.2** Proposers shall provide a written, itemized list of any exceptions to this RFP.
- 2.3.3** Proposals shall indicate the full name of the proposer submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the proposer. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.3.4** All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.3.5** The terms and provisions of the RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 2.3.6** A proposer requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least five (5) days prior to the date for receipt of proposals to:

Kristin Allen
Purchasing Agent
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
E-Mail: kristin.allen@uconn.edu

- 2.3.7** Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and proposers shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department.
- 2.3.8** Additional Charges - All additional charges, including but not limited to Training, Insurance, Equipment or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.
- 2.3.9** Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP. No addenda shall be issued later than ten (10) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP.

2.4 Format of Proposal

- 2.4.1** All proposals must include a point-by-point response to this RFP, where required. Each such response must be cross referenced to the correspondingly numbered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples which are provided to support responses shall be labeled to correspond with the specific requirement in this RFP. This mandatory requirement will facilitate a more expedient evaluation of the proposals.

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

2.5 Submittal of Proposals

- 2.5.1** Each proposal shall be submitted with an original and three complete copies, in a sealed parcel addressed to the University at the address given in paragraph 2.2.1 above. The sealed parcel shall further be identified with the name and address of the proposer and the designation "**Sealed Proposal for KA081808**" "**CATERING SERVICES – Hartford Executive MBA Program**"

- 2.5.2** The complete response to this RFP shall include:

2.5.2.1 An original response and three complete copies,

2.5.2.2 An exact copy of the "Form of Proposal" included herein,

2.5.2.3 A comprehensive point-by-point response to all items listed herein. Additional sheets may be attached to this form as needed provided it follows the format provided.

2.5.2.4 Three (3) references,

2.5.2.5 Customized menus,

2.5.2.6 A completed "Bidders Qualification Statement",

2.5.2.7 A completed "Contract Compliance Monitoring Report",

2.5.2.8 All original mandatory affidavits, completed, signed and notarized,

2.5.2.9 A completed "Non-Discrimination Certification".

- 2.5.3** The above information must be submitted with all proposals submitted, or proposal document will be rejected as non-compliant.

- 2.5.4** No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

- 2.5.5** No responsibility will be attached to any person for the premature opening of any proposal which is not properly identified.

2.6 Modification or withdrawal of Proposals will be executed as follows:

- 2.6.1** A proposal shall not be modified, withdrawn or canceled by the proposer for a sixty (60) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.2.1 above and the proposer so agrees in submitting a proposal.

2.6.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 2.2.1.

2.6.3 Withdrawn proposals may be submitted up to the time designated for Receipt of Proposals provided they are then fully in conformance with these Terms and Conditions.

2.7 Presentation

2.7.1 The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:

2.7.1.1 Accept a proposal as written by issuing a purchase order which refers to this RFP and accepts the proposal as submitted and no exceptions have been taken to any terms and conditions in the RFP. In this instance, the RFP, the response to the RFP and the purchase order constitute the entire contract; or

2.7.1.2 Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

2.7.2 Because the University may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

2.7.3 The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

2.7.4 It is mutually agreed by and between the University and the firm that acceptance of the firm's offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. **The University's agreement format has been included for your review (See Section 6). No exceptions will be considered to Section 2 of the agreement format. This may be grounds for disqualification.**

2.7.5 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

2.8 Qualifications of Vendors

2.8.1 Proposals will only be considered from firms or persons with a demonstrated history of experience in successfully providing the highest quality Catering Service to organizations whose requirements are similar in size and scope to those of the University. Preference will be given to those firms with such confirmed experience.

- 2.8.2** Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or Financial Surety the University deems necessary to fully establish the performance capabilities represented in their Proposal.
- 2.8.3** The University will reject the proposal of any vendor and void any award resulting from this RFP to any vendor who makes any material misrepresentation in their proposal.

2.9 Assignment

Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

2.10 Non-Appropriation of Funds

Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to reestablish a contract with the vendor whose contract was terminated under the same Provisions, Terms and Conditions of the original contract.

2.11 Hold Harmless /Indemnification

State of Connecticut agencies (which includes the University of Connecticut) may not enter into indemnification or “hold harmless” agreements. In the event of a loss by the vendor, or any third party, the aggrieved party shall have recourse through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut. This Statute stipulates that all claims against the State of Connecticut and/or the University of Connecticut are to be filed with the Connecticut Claims Commissioner.

2.12 Contract Termination for Cause

The University may terminate any resulting contract for cause by providing a Notice to Cure from the University Purchasing Department to the respondent citing the instances of noncompliance with the contract.

- 2.12.1** The respondent shall have ten (10) days to reply to the Notice to Cure. The reply should indicate why the contract should not be terminated, and recommend remedies to be taken.
- 2.12.2** If the respondent and the University reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 2.12.2** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.
- 2.12.3** If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 2.12.4** The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination.

2.13 Responsibility of those Performing the Work

2.13.1 The vendor shall be responsible for the acts and omissions of all the vendor's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.

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

2.13.3 Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such persons shall be prohibited from returning to the project without written consent of the University.

2.14 Payment Terms

Payment terms shall be 2% 15 days net 45 days, unless otherwise stated in the Form of Proposal.

2.15 References

All offers shall include at least three (3) references similar in size and scope to the University using goods and services as described in these documents. At a minimum, a name, telephone number, email address and contact person familiar with products and service performed shall be provided.

References will be contacted via email. Be sure that all references are aware of the possibility of this forthcoming inquiry. The University is not responsible for finding accurate email addresses if incorrect addresses are provided.

2.16 Contract Provisions by Reference

It is mutually agreed by and between the University and the vendor that acceptance of the vendor's offer by the issuance of a Purchase order shall create a contract between the parties thereto containing all Specifications, Terms and Conditions in this RFP except as amended in the Purchase order.

2.17 Advertisements

Unless specifically authorized in writing by University Communications on a case by case basis, the vendor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University. Further, the University reserves the right to invoke Contract Termination for Cause, Sec. 2.12, for repeated violations.

2.18 Insurance Requirements and Surety

2.18.1 Within 10 days of notification of award the successful bidder must provide a certificate of insurance that indicates coverage **naming the University of Connecticut as Additional Insured** and indicating coverage for a minimum of:

2.18.2 Worker's Compensation Insurance must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.

2.18.3 Public Liability insurance in the amount of \$1,000,000.00

2.18.4 Property damage insurance in the amount of \$1,000,000.00

2.18.5 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

2.19 Ethical Considerations

The proposing vendor may be required to certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed services. The university may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

2.20 Standard Wage Rate

Contractors must comply with all provisions of Substitute Senate Bill No. 1056, **Public Act No. 99-142, An Act Setting Standard Wage Rates for Certain Service Workers.** Information regarding this Public Act and when it applies can be obtained from DOL's web site: <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>. Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, Ct 06109-1114 (860) 263-6790 or his designated representative.

2.21 Executive Order No. 3

This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or

terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2.22 Executive Order No. 17

This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

2.23 Executive Order No. 16

This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

- (a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
- (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.
- (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

2.24 Executive Order No. 7C

This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

- (a) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
 - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
 - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

2.25 Mandatory Affidavits:

The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- **“Gift and Campaign Contribution Certification” – Form 1**
- **“Consulting Agreement Affidavit” – Form 5**

2.26 SEEC Requirements:

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

2.27 Non-Discrimination Certification:

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

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

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

2.28 Whistle Blower Protection:

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

SECTION 3 SPECIFICATIONS

3.1 Scope

Meals to be buffet –style presentation for approximately 70 people with all china, flatware and linens provided by caterer, served at the UConn School of Business Financial Accelerator located at 100 Constitution Plaza, Hartford, CT. See following Section 3.6 for breakfast, lunch and breaks.

3.2 Mandatory Site Examination

Proposer is cautioned to become thoroughly familiar with the location of the proposed service on which the proposal responses are submitted by personal examination thereof before submission of proposals. No allowance or concession will be made by the University because of the character or extent of service required.

To make an appointment to do a walk through evaluation, please contact Patricia Ryiz at patricia.ryiz@uconn.edu no later than September 5, 2008.

3.3 Successful proposer must supply **all equipment and serving utensils**. Tables and chairs are available on the premises.

3.4 Successful proposer is responsible for complete clean-up.

3.5 Successful proposer to provide at a minimum one (1) professional well trained and appropriately dressed person for setup, serving, refills, and clearing tables.

3.6 Food Requirements

All foods, fruits and vegetables must be fresh, not frozen or canned and of the highest quality. Meals must be served hot on ambient or warm temperature dishes. The majority of the preparation of the meals must be done at the Caterer's kitchen and not on the premises of 100 Constitution Plaza due to the lack of available equipment and space. The Caterer must be able to provide all necessary equipment for proper transportation of hot and cool items and proper catering equipment to work at the 100 Constitution Plaza location.

3.7 All proposers will submit with their proposal response one week's worth of sample menus indicative of the meals to be offered based on the following guidelines:

3.7.1 Continental breakfast: 8:00 AM – 8:30 AM (Estimated 31 days)

Suggestions: Fresh fruit platter, bagels with cream cheese, muffins (variety, regular and low-fat), assorted croissants (fruit filled and plain), assorted scones, cinnamon buns, crumb cakes, danish, donuts, assorted individual yogurts, assorted individual cereals, regular, flavored and decaffeinated coffee, assorted herbal teas, orange and cranberry juice, assorted sodas and bottled waters.

** Gourmet coffee (flavored, regular and decaf), tea (regular and flavored), soft drinks, water and assorted fruit juice available throughout the day.

3.7.2 Coffee service: 10:00 AM – 10:30 AM (Estimated 31 days)

Keep and refresh breakfast items.

- 3.7.3** Lunch: 12:00 PM – 1:00 PM (Estimated 31 days)
 Suggestions: Pre-made gourmet sandwiches (French bread, pita, wraps, etc. with fillings such as shrimp salad, sliced tenderloin, smoked turkey breast, chicken salad, etc.);
 Soups;
 Garden salad with mixed greens and assorted vegetables, choice of dressings;
 Two (2) warm entrees should be comparable to the following:
 Beef tenderloin with mushroom sauce and buttered noodles;
 Home-made spinach lasagna;
 Roast pork loin stuffed with fruit
 Potato, rice, noodle selection (such as red roasted potatoes, rice pilaf, curried rice noodles);
 Warm vegetable selection;
 Two (2) dessert selections (such as cheesecake with topping, coconut cream pie, chambourd cake, etc.);
 Fresh fruit;
 Vegetarian/Vegan meals may be required;
 Regular, flavored and decaffeinated coffee;
 Assorted herbal teas;
 Orange and cranberry juice;
 Assorted sodas and bottled waters.
- 3.7.4** Afternoon Break: 3:00 PM – 3:15 PM
 Suggestions: Gourmet, home-style cookies, brownies, whole fresh fruit, an assortment of chips, pretzels, trail mix, finger foods such as gummy bears, M&Ms, etc.;
 Regular, flavored and decaffeinated coffee;
 Assorted herbal teas;
 Orange and cranberry juice;
 Assorted sodas and bottled waters.
- 3.7.5** Estimated attendance of approximately seventy (70) persons per meal. Guaranteed number to be provided to caterer one week in advance.
- 3.7.6** Menus submitted must be customized to the above specifications. **Submittal of a vendor's pre-printed standard menu or Price will not be acceptable and will be rejected as non-compliant.**

3.8 Tentative Schedule of Events

Beginning Friday, August 8, 2008: provide catering service every other weekend to include but not limited to:

8/8, 8/9, 8/23, 9/5, 9/6, 9/20, 10/3, 10/4, 10/18, 10/31, 11/1, 11/15, 12/5, 12/6, 12/20, 1/9, 1/10, 1/24, 2/6, 2/7, 2/21, 3/6, 3/7, 3/21, 4/3, 4/4, 4/18, 5/1, 5/2, 5/16, 5/30

Total: 31days

Bold indicates days of 35 students only. All other days will have approximately 70 students. Exact numbers have not been established yet as we are still admitting students.

In addition to the above tentative schedule, this contract may cover other yet-to-be determined functions. These functions may be for other UConn departments at the 100 Constitution Plaza campus location.

- 3.9** The successful proposer is responsible for complete clean up of all events, including removal of trash from site into designated trash receptacles.
- 3.10** The successful proposer is responsible for securing a temporary food service application that must be completed and posted with the Environmental Health and Safety Department at the University of Connecticut prior to any catering event held on University property.
- 3.11** The successful proposer must supply for all events all equipment: china, linens and serving utensils, or paper and plastic as determined by the department representative.
- 3.12** **Please provide a narrative along with your proposal response describing the following:**
(use the space below or attach separate piece of paper to your proposal response)
- 3.12.1** How your food is prepared according to the above quality and logistical requirements.
- 3.12.2** Document your experience catering three other recent events similar in size and scope (must provide a contact name and telephone number for reference).
- 3.12.3** Experience/level of professionalism of your serving staff (at a minimum provide number of years of experience).
- 3.13** The University reserves the right to cancel, add or reschedule dates and times with a 24 hour notice to the caterer(s), without penalty. Vendor must comply with changes of dates.

SECTION 4
FORM OF PROPOSAL
RFP# KA081808
Catering Services for the Hartford Executive MBA Program

Date: 9/15/2008

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

1. The undersigned proposer, in response to your Request for Proposal for the above referenced contract, having examined the Request for Proposal and being familiar with the conditions surrounding the proposed project including availability of labor and supplies, hereby proposes to provide catering services in accordance with the following:

1.1 Morning Continental Breakfast for approximately 70 People (specification section 3.7.1)

(Total Cost should be an all inclusive price for Linens, China/Flatware, Rentals (if applicable), Price of meals, Gratuity, Service, Tax Exempt)

Total Cost \$_____ **per person**

1.2 Coffee Service for approximately 70 people (specification section 3.7.2)

(Total Cost should be an all inclusive price for Linens, China/Flatware, Rentals (if applicable), Price of meals, Gratuity, Service, Tax Exempt)

Total Cost \$_____ **per person**

1.3 Beverages available throughout the day for approximately 70 people (specification section 3.7.1)

(Total Cost should be an all inclusive price for Linens, China/Flatware, Rentals (if applicable), Price of meals, Gratuity, Service, Tax Exempt)

Total Cost \$_____ **per person**

1.4 Lunch Buffet for approximately 70 people (specification section 3.7.3)

(Total Cost should be an all inclusive price for Linens, China/Flatware, Rentals (if applicable), Price of meals, Gratuity, Service, Tax Exempt)

Total Cost \$_____ **per person**

1.5 Afternoon Break for approximately 70 people (specification section 3.7.4)

(Total Cost should be an all inclusive price for Linens, China/Flatware, Rentals (if applicable), Price of meals, Gratuity, Service, Tax Exempt)

Total Cost \$_____ **per person**

Total per person cost items 1.1 through 1.5 \$_____ **per person**

2. Proposer acknowledges receipt of the following addenda that are a part of the proposal documents:

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

3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the public opening and reading of the proposals.
5. Proposer hereby certifies that: (a) this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; (c) the proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and (d) the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Payment terms: _____

Signed this _____ day of _____, 20_____

Firm Name: _____

FEIN# _____

Address: _____

Duly Authorized _____

Title: _____

Email: _____

SECTION 5 REFERENCES

Proposals should include three references where your organization is currently providing catering services of the type you are proposing for the University of Connecticut. Please include name, title, email address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

References:

Reference #1

_____ Company	
_____ Contact	_____ Telephone No.
_____ Title	
_____ Email	

Reference #2

_____ Company	
_____ Contact	_____ Telephone No.
_____ Title	
_____ Email	

Reference #3

_____ Company	
_____ Contact	_____ Telephone No.
_____ Title	
_____ Email	

SECTION 6
BIDDER'S QUALIFICATION STATEMENT

RFP# KA081808

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

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

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Years? _____

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Other
_____ Women Owned _____ Minority Business _____ Set Aside Contractor

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

Name	Years	Years/supervisor	Telephone/Fax #'s
------	-------	------------------	-------------------

_____	_____	_____	_____

Email: _____

_____	_____	_____	_____

Email: _____

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 20 _____

Name of Organization:

Address: _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

Title _____

Email _____

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, 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 Ban

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, or solicit contributions 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;

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

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--\$2000 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 \$2000 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 \$5000 in fines, or both.

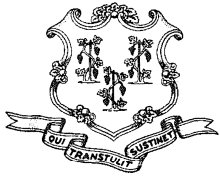
Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <div style="text-align: right;">Yes__ No__</div>	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.? <div style="text-align: right;">Yes__ No__</div>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <div style="text-align: right;">Yes__ No__</div>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div style="text-align: right;">Yes__ No__</div>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? <div style="text-align: right;">Yes__ No__</div>	9. Does your company have a mandatory retirement age for all employees? <div style="text-align: right;">Yes__ No__</div>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? <div style="text-align: right;">Yes__ No__</div>	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? <div style="text-align: right;">Yes__ No__ NA__</div>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? <div style="text-align: right;">Yes__ No__</div>	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? <div style="text-align: right;">Yes__ No__ NA__</div>
6. Does your company have a collective bargaining agreement with workers? <div style="text-align: right;">Yes__ No__</div> <div style="margin-top: 5px;"> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? <div style="text-align: right;">Yes__ No__</div> </div> <div style="margin-top: 5px;"> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <div style="text-align: right;">Yes__ No__</div> </div>	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. <hr/> 13. Is there a person in your company who is responsible for equal employment opportunity? <div style="text-align: right;">Yes__ No__</div> If yes, give name and phone number. <hr/> <hr/>

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ <div style="margin-top: 20px;"> 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) </div>	<div style="margin-top: 20px;"> 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? <div style="text-align: right;">Yes__ No__</div> </div>
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PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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NON-DISCRIMINATION CERTIFICATION

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

I _____, _____ of
(signer's name) (signer's title)
_____, an entity lawfully
(name of entity)
organized and existing under the laws of _____, do
(name of state or commonwealth)
hereby certify that the following is a true and correct copy of a resolution adopted on the
_____ day of _____, 20____ by the governing body of _____
_____, in accordance with all of its documents of governance
(name of entity)
and management and the laws of _____,
(name of state or commonwealth)

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

RESOLVED: That _____ hereby adopts as its
(name of entity)
policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____, 20____.

(Authorized Signature)

(Print Name)

(Title)

NON-DISCRIMINATION CERTIFICATION

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

I _____, of
(signer's name)

_____, am
(business name/address)

entering into a contract (or an extension or other modification of an existing contract)
with the State of Connecticut (the "State") in my individual capacity for

_____.
(If available, insert "Contract No."; otherwise generally describe the goods or services to be provided)

In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20____.

(Owner's Signature)

(Printed Name)



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

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

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

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

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

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

**Commissioner of the Superior Court
or Notary Public**