

Invitation to Bid

**Cafeteria, Catering and Vending
Services for the Students, Faculty, and
Staff at Quinebaug Valley Community
College and Quinebaug Middle College**

BID NUMBER: QVCC-CAF-091319-3

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239
T-(860) 412-7354
F-(860) 412-7359
E-Mail: DGuntner@qvcc.commnet.edu
January 27, 2020



STATE OF CONNECTICUT
QUINEBAUG VALLEY COMMUNITY COLLEGE
742 UPPER MAPLE STREET
DANIELSON, CT 06239
BID NUMBER: QVCC-CAF-091319-3
Standard Bid Terms and Conditions

The following Terms and Conditions govern the Invitation to Bid issued by Quinebaug Valley Community College (QVCC). Bidders shall comply with the statutes and the regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.

Submission of Bids

1. Bids must be submitted in a sealed envelope on forms supplied by QVCC and must be submitted no later than the date and time specified in the Invitation to Bid to:

**Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239**

Attention: Debra Guntner, FAO, Business Office

Telephone, e-mailed, or facsimile bids will not be accepted in response to an Invitation to Bid. Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by QVCC. All bids shall become the sole property of the State and shall not be returned. Bidders may be required to attend a Pre-Bid Meeting prior to the submission of the Bid to examine, in the company of the QVCC representative, the conditions under which the work is to be performed, the site of the work, the plans and specifications. No claims for additional compensation will be considered for conditions made unknown to or discovered by a Bidder before bidding.

2. Bids received after the time and date of the bid opening specified in each Invitation to Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by QVCC after the time specified for opening of bids shall not be considered. An original and one copy of the Price Schedule shall be returned to QVCC. Bids shall be computer prepared, typewritten, or hand written in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations, or corrections on both the original and one copy of the Price Schedule to be returned must be initialed by the person signing the bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

5. Alternate bids will not be considered unless the Invitation to Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation to Bid.

6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern; prices should be extended in decimal form, not fractions, to be net, and shall include transportation

and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation to Bid, and subject only to cash discount.

7. 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. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date and time specified in the Invitation to Bid and, upon award, is subject to public inspection.

9. The successful Bidder shall be bound by the terms and conditions of this contract bid, QVCC-CAF-091319-3 that is attached, as it may be modified by agreement of the parties. No additions or changes to any proposal shall be allowed after the proposal due date, unless such modifications is specifically requested by QVCC. QVCC, at its option, may seek a Contractor retraction and/or clarification of any discrepancy or contradiction found during its review of the bids. The use of the name of a manufacturer or of any particular make, model, or brand in describing an item does not restrict bidders to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the bidder shall warrant to the State that it is fit for that purpose. Bids on comparable items must clearly state the exact article being offered including any and all applicable options and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article offered is other than specified, it will be understood that the bidder is offering the article exactly as specified. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

Guaranty of Surety

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by and official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond of the surety company must be submitted with the bond.

Samples, Rejected Items, and Abandonment

11. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises, or other destination, goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. QVCC may, by written notice and in accordance with the terms and conditions of the contract, direct the Contractor to remove any or all such goods ("Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor

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Property”) from and out of QVCC premises and any other location which QVCC manages, leases or controls. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. If the sample is rejected the Contractor shall remove the rejected goods and the Contractor property in accordance with the terms and conditions of the written notice. Failure to remove the rejected goods or Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all the Contractor Parties and Bidder Parties, that:

(a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and let unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licensees, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of terminating all of their Title to the Rejected goods an Contractor Property, vesting Title to the Rejected Goods an Contractor Property in the State of Connecticut and not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(b) they vest authority, without any further act required on their part or the part of QVCC, to use or dispose of Rejected Goods and Contractor Property, at the sole discretion of QVCC, as if the Rejected Goods an Contractor Property were the States’ own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(c) if QVCC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the QVCC shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse QVCC no later than thirty (30) days after the date of the invoice, and

(d) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and its Agents arising from the use or disposition of the Rejected Goods and Contractors Property.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which QVCC shall do provided that they are returned at Bidder’s sole cost and expense, FOB Bidder’s destination, and that they have not been made useless by testing. If they are made useless by testing, QVCC may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

13. A contract will be awarded to the Bidder or Bidders whose bid to QVCC deems to be in the best interest of the State and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Contract shall bind the awarded Contractor to furnish and deliver the goods or services and at the process set forth in accordance with this bid. Except for extensions made in accordance with this bid, no amendment to or modification or other alteration of the contract shall be valid or binding upon QVCC

unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General. The Contract will be in effect from **July 1, 2020-June 30, 2025**. The Contactor shall complete all work within the time limit stated in the Proposal. Should the Contractor be delayed in the execution of the contract by acts of God such as fire or flood or other causes, the Contractor may submit a request for extension of Contract time. To receive consideration, claims shall be filed in writing, with a full statement of the reasons thereof, within seven (7) days of the occurrence of the delay. The decision of the Project Manager regarding extension of time will be final. The parties may extend the Contract, prior to termination, expiration or cancellation, one or more times for a combined total period not to exceed the complete length of the original term. Liquidated damages of one thousand dollars (\$1,000.00) per calendar day will be assessed for each day beyond the date given for substantial completion of the Contract. The QVCC Project Manager may, at their discretion, waive liquidated damages.

14. QVCC reserves the right to reject a bid of any vendor who is in default of any prior contract, whose bid does not contain all elements or documents called for herein the document, whose bid submittal is late in accordance with this document, or who is guilty of any form of misrepresentation of the company or its representatives. QVCC reserves the right to reject in whole, or in part, any or all bids submitted.

15. QVCC may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have five days (5) after notice of award of the contract to reject the award; after five days (5) the contract will be binding on the Contractor. If the Contractor rejects the award within the five (5) day period, QVCC will award the contract to the next responsible qualified bidder.

Price Schedule, Payment Terms and Billing

17. Payment to the awarded vendor will be via State of Connecticut check only after QVCC receives and accepts the goods or services. Successful Contractor will render monthly, itemized invoices to the QVCC, which in return will make payment to the Contractor. **The payment terms are Net 45 Days after the goods or services are accepted or Net 30 Days if the Contractor is a certified small business contractor or minority business enterprise as defined in Conn. Gen. Stat. 4a-60g.** Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *EXCEPTION: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.* Any late payment charges shall be calculated in accordance with the Connecticut General Statutes. If applicable to and during the term of this contract, the price schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The price schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiation the increase in minimum wage rate. In the event that the awarded contractor moves or updates telephone numbers, address, etc., it is the responsibility of the Contractor to advise QVCC of such changes in writing. A completed W-9 and RFP-26 is required by the selected vendor. QVCC will not be held responsible for payments that are delayed due to additional routing caused by the lack of notification on the Contractor’s part. Changes must be forwarded to:

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No additional lease agreements will be allowed. QVCC personnel must not sign any agreements from the Contractor listed on the contract award. The Contractor must be willing to enter into a Personal Service Agreement (PSA) and/or Purchase Order with QVCC after the award is issued. If a vendor refuses then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

Contractor Performance/Responsibilities

18. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for QVCC, if it deems it to be necessary or appropriate in its sole discretion, to cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. QVCC shall invoice the Contractor for all such purchases to extent that they exceed the costs and expenses in awarded Bid payment schedule and the Contractor shall pay the QVCC invoice immediately after receiving the invoice. If QVCC does not cancel the contract, QVCC will deduct such open market purchases from the Contract quantities, however, if QVCC deems it to be in the best interest of the State, QVCC may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by QVCC.

19. The State and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

20. The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the contract is being resolved.

21. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor for any of its obligations under the contract.

22. The Contractor shall be responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment

issues. The Contractor is solely, and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

23. If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then QVCC may, in its sole discretion, without more and without any action whatsoever of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with QVCC. Accordingly, QVCC may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of QVCC as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

Safety

24. The Contractor will comply with all applicable Federal, O.S.H.A., State of Connecticut, local laws, and current campus safety standards in force at the time of services. The Contractor and each Sub-Contractor will sign in each day on a clip board on the wall of a bulletin board outside of and directly adjacent to the office of the Director of Maintenance near the boiler room in the main building. The names of all individuals on the site are required to be listed. When the Contractor and each Sub-Contractor depart the site, the sign-out process will reflect such. The process is to identify each individual on the site each day of work.

Indemnification

25. The Contractor is responsible for the repair or replacement cost of any damage to QVCC and/or personal property caused by use, misuse, or negligence of the contractor or his employees. The Contractor is responsible for reporting damage within 24 hours of occurrence and must be in writing. The Contractor shall make prompt restitution to QVCC by certified check or replacement, or repairs subject to QVCC approval, in settlement of any damage(s). The Contractor shall indemnify, defend and hold harmless the State/QVCC and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) 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, (2) including those arising out of injury to or death of Contactor's employees or subcontractors, whether arising before, during or after completion of the services 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 the Contractor or its employees, agents or subcontractors. Without limiting the foregoing, the Contractor shall defend, indemnify and hold QVCC 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.

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Standard Wage Rate

26. Contractors must comply with all provisions of **State Statute No. 31-57f. An Act Setting Standard Wage Rates for Certain Service Workers.** Information regarding this Statute and when it applies can be obtained for the Department of Labor's web site: <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/99-142guide.htm>.

Questions concerning the provisions and implementations of this statute 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.

Campaign Contribution and Solicitation Ban

27. Conn. Gen. Stat. 4a-81 (the "Act") requires that this solicitation includes a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

a) With regard to a State contract 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 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. See attached SEEC Form 11. No state agency shall execute a contract for the purchase of goods or services to the state unless the state agency obtains the written affidavit described in subsection (b) of this section.

b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contract with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contracting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then QVCC shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

28. Conn. Gen. Stat. 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements, described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

a) The terms "gift", "quasi-public agency", "state agency", "large state contract", "principals and key personnel", and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm, or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, and lease or licensing arrangement to be covered by the contract is **2/13/2013**.

29. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and QVCC have

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executed the contract and thereafter the Contractor receives a written notice of PSA approval from the State of Connecticut Attorney General's Office and/or Purchase Order. **The contract itself is not an authorization for the contractor to ship goods or begin performance in any way. A Contractor making delivery without an approved PSA and/or Purchase Order in accordance with this section does so at Contractor's own risk.**

30. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of Fifty Thousand Dollars (\$50,000.00) or more or a combination or series of such agreements or contracts having a value of One Hundred Thousand Dollars (\$100,000.00) 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. See SEEC Form 11.

31. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Attached Non Discrimination Certificate(s) must be completed and submitted with the Bid. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

Delivery

32. Deliveries shall be made as specified by QVCC during normal receiving hours of the agency. Delivery must be made directly to the location request of QVCC. Contractor must provide inside delivery where required, at no additional cost to QVCC. The Contractor or Contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on QVCC's loading dock or receiving platform. The receiving personnel of QVCC are not required to assist in this process. Pick-up deliveries will not be accepted. The decision of QVCC as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor. The Contractor is responsible for the delivery of material in first class condition at the point of delivery. The Goods shall be securely and properly packed for shipment without extra charge for packing cases, baling or sacks. The containers shall remain the property of QVCC unless otherwise stated in the Bid. All deliveries shall be made in accordance with good commercial practice. QVCC shall determine the manner and prescribe the inspection of all Goods and the test of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, QVCC may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the goods meet the specification, any decision pertaining to any such failure or rejection shall be final and binding.

33. Before commencing performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (A) through (E) below.

Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(A) Commercial General Liability including Contractual Liability Insurance: Combined Single Limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit to Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and completed Operation, Contractual Liability and Broad Form Property Damage.

(B) Automobile Liability: The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of One Million Dollars (\$1,000,000) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and or all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate must be at least Two Million Dollars (\$2,000,000). 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. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required.

(C) Worker's Compensation and Employer's Liability: with respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshermen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

(D) Owner's and Contractor's Protective Liability: The Contractors shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons in all accident or occurrences and out of injury to or destruction of property during the policy period.

(E) Umbrella Liability: Contractor is to secure umbrella liability insurance in the amount of \$4,000,000.00 combined single limit each occurrence in excess of the coverage's described under 33 (A) Commercial General Liability, 33 (B) Automobile Liability and 33 (C) Worker's compensation and Employer's Liability.

(F) The State of Connecticut and Quinebaug Valley Community College shall be named as an additional insured under (A), (B), and (E).

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Each Contractor who uses or operates a motor vehicle at any time in the performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking, and operation of motor vehicles of such type, class, and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

Subcontractors

34. QVCC must approve any and all subcontractors utilized by the successful Contractor prior to any such subcontractor commencing any work. Contractors acknowledge by the act of submitting a bid that any work provided under the contract is work conducted on behalf of the QVCC and that QVCC may communicate directly with and subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Contractor to QVCC upon request.

Confidentiality/Encryption of Confidential Data

35. "Confidential Information" or "CI" shall mean any information about a client, including but not limited to first name and last name, or the first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; (d) financial account number, or credit card or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, CI shall also include any information QVCC classifies as "confidential" or "restricted". CI shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public. The Contractor and Contractor Parties agree to protect the confidentiality of any files, data or other material pertaining to this contract in accordance with existing state policies and to restrict their use solely for the purpose of performing this contract. The successful Contractor shall take all steps necessary to safeguard data, files, reports or other information for loss, destruction or erasure. Any cost or expenses of replacing any damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through its negligence.

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

Protection of Confidential Information

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

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

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

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

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

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor's Party obligations pursuant to HIPAA. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the

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Contractor must comply with the terms and conditions of this Act. If the Contractor is not a Business Associate under HIPPA, then the terms and conditions of the Act do not apply to the Contractor for this Contract.

Offer of Gratuities

36. The Contractor warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or agrees to, benefit financially or materially from this procurement. This Bid may be terminated by QVCC without liability attaching to the State if it is determined that the gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Contractor or the Contractor Parties.

Americans with Disabilities Act

37. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990, Public law 101-336 and any other applicable Federal laws and regulations, to the extent applicable, during the term of the Contract. QVCC may cancel the contract if the Contractor fails to comply.

Whistleblowing

38. This agreement is subject to the provisions of Connecticut General Statutes 4-61dd. 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 of the value of this agreement. Each violation shall be 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.

Termination, Cancellation, and Expiration

39. Notwithstanding any provisions in this Contract, QVCC, through a duly authorized employee, may terminate the contract whenever QVCC makes a written determination that such termination is in the best interests of the State. QVCC shall notify the contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

40. Notwithstanding any provisions in the Contract, QVCC, through a duly authorized employee, may, after making a written determination

that the Contractor has breached the Contract, cancel the Contract in accordance with the Breach section of this Contract.

41. QVCC shall send notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to QVCC for purposes of correspondence, or by hand delivery. Upon receiving such notice from QVCC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to QVCC all records. The records are deemed to be the property of QVCC and the Contractor shall deliver them to QVCC no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from QVCC for the records. The Contractor shall deliver those records that exist by electronic, hand, or certified mail at the Contractor's expense.

42. Upon receipt of a written notice of Termination or Cancellation from QVCC, the Contractor shall cease operations as directed by QVCC in the notice, and take all actions that are necessary or appropriate, or that QVCC may reasonably direct, for the protection and preservation of the goods and any other property. Except for any work which QVCC directs the Contractor to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all exiting subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

43. Upon Termination, Cancellation, or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation, or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

44. Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by QVCC.

Breach

45. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party received such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellations of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours prior written notice. If QVCC believes that the Contractor has

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not performed according to the Contract, QVCC may withhold payment in whole or in part pending resolution of the performance issue, provided that QVCC notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the payment schedule agreed upon in the award.

46. In addition to all other remedies that QVCC may have, the State, in its sole discretion, may set off:

- (a) Any costs or expenses that QVCC incurs resulting from the contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the contractor has with the QVCC; and
- (b) Any other amounts that are due or may become due from QVCC to the Contractor, against amounts otherwise due or that may become due to the contractor under the Contract, or under any other agreement or arrangement that the Contractor has with QVCC. QVCC's right to set off shall not be deemed to be QVCC's exclusive remedy for the Contractor's or Contractor parties' breach of the contract, all of which shall survive any setoffs by QVCC.

Contractor Guaranties

47. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Service, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaims, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

Representations and Warranties

48. The Contractor, and the Bidder, as appropriate, represent and warrant to QVCC for itself, Contractor Parties and Bidder Parties, as appropriate, that:

- (a) if any entities, they are duly and validly existing under the laws of their respective states or organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery, and performance of the Bid and the contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) They will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the QVCC under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery, and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any

court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party of by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three (3) years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or received stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offense listed above;

(g) they have not within the three (3) years preceding the Contract had one or more contracts with any governmental entity cancelled;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to QVCC in writing all claims involving them that might reasonably be expected to be material, adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor's obligation to disclose any claims to QVCC, the ten (10) days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

(k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provision of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the Same Goods or Services, and is in all respects fair and without collusion or fraud and they are able to perform under the Contract using their own resources or the resourced of a party who is not a Bidder;

(j) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut, have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations and owe no unemployment compensation contributions;

(h) they are not delinquent in the payment of any taxed owed, or, that they have filed a sales tax security bond, and they have if an as

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applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes, all of their vehicles have current registration and, unless such vehicles are no longer in service, they shall not allow any such registration to lapse.

(i) except to the extent modified or abrogated in the Contract, all Title and Warranties shall pass to QVCC upon complete installation, testing and acceptance of the goods or services and payment by QVCC. If either party terminates or cancels the Contract, for any reason, they shall relinquish to QVCC all Title and Warranties to the goods or services delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by QVCC. With regard to third party products provided with the goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license.

Disclosure of Contractor Parties Litigation

49. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.

Violence in the Workplace Prevention Policy

50. Executive Order No. 16 Violence in the Workplace Prevention Policy. This contract is subject to the provisions of the 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 QVCC or the State Labor Commissioner for violation of noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof agree: (1) 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 herein. (2) "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. (3) 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. (4) The Contractor shall adopt the above prohibitions as work rules, and 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. (5) The Contractor further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section.

Agency On-Site Information

51. Maintenance: Martin Charette Building Maintenance
Supervisor
Phone: (860) 932-4157

Business Office: Debra Guntner, Fiscal Administrative Officer

Phone: (860) 932-4091
Fax: (860) 932-4303

STATE OF CONNECTICUT Quinebaug Valley Community College

Definitions

This contract (the "Contract") is made as of the contract award date shown on the contract award form, corresponding to the subject procurement and is by and between, the contractor identified on such Form with a principal place of business as indicated on the bid form, number RFP-26, acting by the duly authorized representative as indicated on the RFP-26, and the State of Connecticut, Quinebaug Valley Community College, ("QVCC"), with a principal place of business at 742 Upper Maple Street, Danielson, CT 06239, acting by Debra Guntner, Fiscal Administrative Officer, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other goods and valuable consideration, the receipt and sufficiency of which the parties acknowledge the contractor and the State agree as follows:

1. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - a) "Agency" included any officer, department, board, council, commission, institution or other agency of the executive department of the state government.
 - b) "Additional" or "Deleted Work": Work that, in the judgment of the Project Manager is an addition to or deduction from the Contract Documents.
 - c) "Architect": The Architect is the person lawfully licensed to practice architecture, representing the Facilities Planning Department of Quinebaug Valley Community College, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term architect means the Architect or his authorized representative.
 - d) "Bid" means an offer, submitted in response to an invitation to bid, to furnish supplies, materials, equipment, or contractual services to the state under certain prescribed conditions at a stated price.
 - e) "Bidder Parties" means a Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - f) "Bidder" means any person, firm or corporation submitting a bid on an invitation to bid or a solicitation, oral or written, issued by Quinebaug Valley Community College.
 - g) "Calendar day" means each day of the week.
 - h) "Cancellation" means and end to the contract effected pursuant to a right which the contract creates due to a breach.
 - i) "Claims" means all actions, suits, claims, demands, investigations and proceeding of any kind, open, pending or threatened, whether mature, immature, contingent, known or unknown, at law or in equity, in any form.
 - j) "Contract" means the agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid Price.
 - k) "Contract Documents": The Invitation to Bid, Bid Form, Instructions to Bidders, General Conditions, Supplementary General Conditions, Specifications, Plans, Addenda Contract, Bonds and Insurance Certificates.
 - l) "Contractor" means a person or entity who submits a Bid and who executes a Contract. A party or parties contracting directly with Quinebaug Valley Community College to perform the work covered by the Contract Documents; the legal representative of said party or parties.
 - m) "Contractor Parties" means a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - n) "Day" means all calendar days other than Saturdays, Sundays, and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - o) "Expiration" means and end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

- p) "Equal" means a material or item that, in the opinion of the Project Manager, is substantially the same as a specified material or item.
- q) "Force Majeure" means events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- r) "Goods" means for purpose of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials, and equipment, as specified in the Invitation to Bid and set forth in the specifications.
- s) "Goods or Services" means goods, services or both, as specified in the Invitation to Bid.
- t) "Invitation to Bid" means a State request inviting bids for Goods or Services. This contract shall be governed by the statutes, regulations, and procedures, of the State of Connecticut, Quinebaug Valley Community College.
- u) "Owner" means Quinebaug Valley Community College
- v) "Plans" mean the drawings prepared for a specific Project.
- w) "Project Manager" means a duly appointed representative of Quinebaug Valley Community College with responsibility for oversight and control of all aspects of the contract on the part of Quinebaug Valley Community College.
- x) "QVCC" means Quinebaug Valley Community College
- y) "Records" means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- z) "Services" means the performance of labor or work, as specified in the Invitation to Bid.
- aa) "Shop Drawings" means drawings, diagrams, schedules, performance charts, brochures and other documents that illustrate and define a particular item or material to be used in the work.
- bb) "Specifications" means the description and other requirements pertaining to the materials, methods and manner of performing the work.
- cc) "State" means The State of Connecticut including QVCC and any office, department, board, council, commission, institution or other agency of the State.
- dd) "Subcontractor" means a person, partnership, corporation or other business organization supplying labor and/or materials for the work under agreement with the Contractor.
- ee) "Substitution" means a replacement for a specified material or item that may or may not become the subject of a Change Order.
- ff) "Supplementary General Conditions" means changes or additions to the General Conditions.
- gg) "Termination" means an end to the Contract affected pursuant to a right which the Contract creates other than for a breach.
- hh) "Title" means all ownership, title, license, rights, and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
- ii) "Work" means the plant, labor, materials, services, supplies, equipment and other facilities and items comprising the whole of the contract.
- jj) "Working day" means one of the five (5) days named Monday through Friday and excludes Saturdays, Sundays and legal holidays.

**STATE OF CONNECTICUT
Quinebaug Valley Community College**

PROPOSER'S CHECKLIST

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

1. ___ The Bid, (QVCC-CAF-091319-3) must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. ___ The **Price Schedule** you have offered has been reviewed and verified.
3. ___ The **payment terms are Net 45 Days**. Net Terms for periods less than 45 days (Ex. Net .30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *EXCEPTION: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.*
4. ___ Any technical or descriptive literature, drawings or bid samples that are required have been included with the bid.
5. ___ If required, the amount of bid surety has been checked and the surety has been included.
6. ___ Any addenda to the bid have been signed and included.
7. ___ The envelope has been:
 - a. ___ marked with the Bid Number and Bid Opening Date &
 - b. ___ addressed to: Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239
ATTENTION: DEBRA GUNTNER, Business Office
8. ___ The bid number on the envelope exactly matches the bid number inside the envelope.
9. ___ UPS or FEDEX your bid in time to be received and date stamped by the College no later than the designated RFP due date and time. Hand delivered proposals must be delivered to Debra Guntner, Business Office, 742 Upper Maple Street, Danielson, CT 06239. Late bids are not accepted under any circumstances. Allow ample time if mailing in your bid.
10. ___ Form DAS-45 Employment Information Form must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
11. ___ Additional forms must be submitted with bid if required by the Agency.
12. ___ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
13. ___ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
14. ___ **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

Request for Proposal: Invitation To Bid

Quinebaug Valley Community College

742 Upper Maple Street

Danielson, CT 06239

Is accepting sealed bids for:

CAFETERIA, CATERING AND VENDING SERVICES FOR THE STUDENTS, FACULTY, AND STAFF AT QUINEBAUG VALLEY COMMUNITY COLLEGE AND QUINEBAUG MIDDLE COLLEGE

Bid Project Number: QVCC-CAF-091319-3

SCOPE OF SERVICES

To provide high quality food, vending, and catering services throughout the year, including Fall Semester, Winter Intersession, Spring Semester and Summer Intersession. The Inter-District Magnet School, Quinebaug Middle College, is in session from approximately the end of August to the middle of June. The cafeteria is to be open at other times when classes may not be in session but QVCC and/or QMC may be open.

Throughout this contract, Quinebaug Valley Community College will be referenced as (QVCC) and Quinebaug Middle College will be referenced as (QMC).

CONTRACT PERIOD: QVCC intends that this contract shall be in effect for a five (5) year period, July 1, 2020-June 30, 2025

Vendors wishing to bid on this contract are required to attend a pre-bid meeting to ensure all bidders understand the contractual requirements. The meeting will be held at QVCC on Tuesday February 11, 2020 at 2:30 pm in room W207, second floor, West Wing.

Questions may be submitted via e-mail to Debra Guntner at dguntner@qvcc.commnet.edu **by noon on Tuesday February 18, 2020**, responses will be posted on the DAS procurement web site as an addendum to this bid **on Friday February 20, 2020**.

Bidding Contractors must attach a sample 5 day menu with pricing, including breakfast and lunch specials, a la cart items, sides, desserts, sandwiches, grill items, soups/stews, etc. with this RFP.

Product and/or Service Specifications

FOOD SERVICE SCHEDULE

The college year is comprised of a Fall Semester, Winter Intersession, Spring Semester, and Summer Intersession. They extend from approximately: the 4th week of August through the 3rd week in December for Fall; the 4th week in December through the 2nd week January for Winter Intersession; the 3rd week in January through the 3rd week in May for Spring; and the 1st week in June to the 2nd week of August for Summer. The charter high school, QMC, is in session from approximately the end of August to the middle of June. This schedule does not prevent the cafeteria from being open beyond the above mentioned time periods. Food Service shall be provided in accordance with the following schedule.

Minimum Hours of Operation:

Fall and Spring Semesters when classes are in session

Monday – Thursday: doors opening for business at 8:00 a.m. and not closing before 6:30 p.m.

Friday: doors opening for business at 8:00 a.m. and not closing before 2:00 p.m.

When classes are not in session but the College is open

Monday-Friday: doors opening for business promptly at 8:00 a.m. and not closing before 2:00 p.m.

Summer Intersession – Limited Schedule

Monday – Friday: doors opening for business promptly at 8:00 a.m. and not closing before 2:00 p.m.

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742 Upper Maple Street

Danielson, CT 06239

Is accepting sealed bids for:

CAFETERIA, CATERING AND VENDING SERVICES FOR THE STUDENTS, FACULTY, AND STAFF AT QUINEBAUG VALLEY COMMUNITY COLLEGE AND QUINEBAUG MIDDLE COLLEGE

Bid Project Number: QVCC-CAF-091319-3

Winter Intersession – Limited Schedule

Mon – Fri: doors opening for business promptly at 8:00 a.m. and not closing before 2:00 p.m.

The cafeteria operation shall not be available whenever QVCC and QMC (the building) is officially closed for Holidays, inclement weather or other conditions beyond the control of the College. QVCC reserves the right to expand or modify its class schedule as conditions warrant and the food service vendor shall be required to provide cafeteria operations as appropriate.

CAFETERIA MENU/PRICING and QUALITY OF MEALS OFFERED

At least **two** hot entrées at both breakfast and lunch are to be provided each day. At least one breakfast entrée is to include fresh eggs. A selection of bacon, ham, sausage, pancakes or waffles shall also be offered for breakfast. Each lunch entrée is to include at least one vegetable, with beef, poultry or fish and with potato, rice (or French fries) and salad. Salads with dressing shall be provided daily. Soups, stews and/or chili will be provided daily. A selection of freshly made sandwiches/wraps, coffee, tea, soda, juices, milk, various carbonated and non-carbonated beverages, cookies/pastry, bagels, various breakfast and dessert items are to be available each day. Vegan, Vegetarian, and Gluten Free offerings are to be available each day. Menu shall reflect a diverse population. Ethnic foods shall be made available daily. Healthy choices shall be made available daily. The Contractor will be responsible for the posting of hard copy menus and prices weekly in the Cafeteria which will also be made available to all employees at the college via e-mail.

Prices must remain firm for the first year of the contract period. After the first year of the contract period, the contractor may file for a price adjustment with an opportunity to increase pricing once yearly based on the CPI. Requests for such an adjustment must be fully and properly documented. To request a price adjustment, the contractor must submit a formal request to Alessandra Lundberg, Director of Finance, within thirty (30) days prior to the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by QVCC prior to the effective date will be honored by the Contractor at the price in effect at the time of the issuance of the purchase order. Price decreases will become effective immediately. The Contractor shall bill QVCC at the reduced price on all services made on or after the date of the price reduction. The Contractor shall promptly provide QVCC with a letter of notice concerning the decrease in pricing.

QUINEBAUG MIDDLE COLLEGE LUNCHES

QVCC is home to an Inter-District Magnet School and it will be the responsibility of the Contractor to supply lunches for the students. The Contractor will need to be a sponsored and approved Federal Free and Reduced Lunch provider or obtain approval within one (1) year of the execution of this contract.

Contractors will need to be fully trained on detailed specifications of lunch content and portion sizes, and comply with, rules and regulations for serving students in grades K-12.

The contractor shall provide to the QMC students hot and/or cold lunch options and provide a copy of the menu to the QMC designee one week prior to the actual menu week.

Students that do not qualify for free/reduced lunches will pay for their lunch directly to the Contractor on a daily basis.

The following method shall be used for providing lunch service to the QMC students:

Monday-Thursday: 10:30 a.m.-11:15 a.m. in the cafeteria
Friday: 11:15 a.m.-noon in the cafeteria

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"FRESH IDEAS SERVED DAILY" TO THE COLLEGE

The following is a **sample** of the snacks/full course meals (including vegetarian preferences and gluten free) that the Contractor will utilize at this site:

- a.m. specials – hearty breakfast or a simple breakfast – coffees, teas, juices, milk to accompany fresh baked bagels, muffins, cereal, etc.
- Soups, stews, chilies, and chowders.
- Chef’s creations – pastas, roasts, meatloaf, roasted chicken & turkey with all of the creative accompaniments.
- Made to order – tossed and sautéed fresh stir-fry, healthful omelets, crepes and other authentic ethnic cuisine.
- The deli, salad and to go – fresh abundant salads with dressing, over-stuffed deli sandwiches, grinders, wraps and Panini all made to order with sides.
- Appetizers, snacks & pick me ups – mini wraps, chips & salsa, yogurt, flavored water.
- Pizza – fresh pizzas, veggie lover’s calzones and authentic Stromboli, variety of pastas and sauces.
- Grill – fully dressed burgers, fresh chicken breast filets, garden burgers, bacon and eggs hot off the grill – fried favorites too.
- Beverages and bakery – gourmet specialty coffee, tea, hot cocoa, cappuccino, and a variety of refreshing beverages, desserts from the baker’s oven.

Menu items will be posted daily with nutritional content (choices for smart dining) – each offering includes a display chart showing ingredients and nutrition facts. Menu items contain zero trans-fat.

VENDING MACHINE SERVICES

Contractor shall provide a complete array of vending machines to supplement the manual cafeteria service. The vending machines will be the sole responsibility of the Contractor and will provide a service, repair, and response of 365 days per year. The equipment will be maintained in excellent operating condition along with prompt service and repair. Contractor will provide machines equipped with optic sensors for bills (\$1, \$5, and \$10). The Contractor will also be proactive to seek vending machines that are cost-effective and which provide customized solutions including timers. In addition the Contractor will provide machines displaying refreshing variety of healthy snacks and beverage selections.

Refunds of lost money shall be provided on site immediately or if after hours, by a completion of a simple "Request for Reimbursement of Lost Vending Machine Money" form that will be the responsibility of the Contractor. The Contractor shall have a secure designated area within the cafeteria for the request form to be dropped off.

ENERGY STAR PROVISION (PER CGS 4a-67c)

Contractor shall provide vending machines that earn the ENERGY STAR seal and meet the ENERGY STAR specifications for energy efficiency as outlined below. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conservation Act, 42 USC 6295, any federal regulations adopted there under, and shall meet or exceed the Federal Energy Star standards established by the U. S. Environmental Protection Agency and the U. S. Department of Energy.

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CATERING

Upon request, the Contractor shall provide catering services on campus for special events, programs, and meetings for QVCC, QMC, and outside groups using QVCC and QMC facilities. The Contractor is to include a sample catering menu with prices for review. As a part of the catering services, the Contractor is to include delivery, serving and clean-up services. All serving pieces and trash associated with the catering services is to be removed by the Contractor.

If, from time to time, during normal business hours and after normal business hours, students, student clubs, faculty, and administrative personnel of QVCC and QMC use the College dining facilities for various College sponsored or recognized fund raising, community and social functions, and in connection therewith, prepare foods for sale to their fellow students, guests, faculty or administrative personnel, the Contractor agrees not to interfere with such activities upon the premises, provided the Contractor is given reasonable notice of the time and place thereof, by written memorandum to that effect. QVCC reserves the right to engage an outside caterer for a food service provider for QVCC, QMC and community functions.

Said Contractor shall not sublease any of the operations.

QVCC and QMC Employees may routinely arrange special events on campus requiring day and evening catering or food services. The Contractor, PRIOR to the work being done, must obtain authorization from the QVCC Business Office. If the contractor provides the service without authorization, QVCC reserves the right to deny payment. All invoices for catered events shall be addressed to the Business Office-Accounts Payable Division. When arrangements for special events are made, there shall be no deviation from regular service. Any arrangement secured without the approval from QVCC is considered a personal expense between the Contractor and the Requester and must be billed directly to the individual or business.

QVCC PROPERTY

The Contractor shall be responsible for the repair or replacement cost of any damage to QVCC/personal property caused by the misuse or negligence of the Contractor or Contractor parties.

Routine maintenance of QVCC owned equipment will be repaired and serviced at the cost to QVCC.

The Contractor is responsible for reporting, in writing, immediately, the occurrence of damage, breakdown, or operating problems occurring with food service equipment owned by the College to the Dean of Administration and the Building Maintenance Supervisor.

The Contractor shall be responsible for the removal of all Contractor equipment and utensils, within 10 days after the termination or expiration of this Agreement.

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The Contractor shall not dispose of any of the equipment provided by QVCC at this location unless given explicit written approval.

The Contractor will allow the QVCC Building Maintenance Supervisor access to the kitchen as needed for the inspection of the facility, the equipment and for cleanliness. This will be followed by a meeting with the QVCC Building Maintenance Supervisor to discuss the findings. It is the responsibility of the Contractor to address any issues within 30 days as a result of the inspection not related to equipment repair.

FOOD SERVICE STAFF

The Contractor shall maintain an adequate staff of employees, during peak operation, to insure efficient satisfactory and courteous operation of the contracted food service and shall provide qualified substitute personnel to fill vacancies as they occur.

All employees furnished by the Contractor must submit to periodic health exams as frequent and as stringent as may be required by the State of Connecticut regulation; and must submit satisfactory evidence of compliance with all State and Federal Health Regulations. The Contractor is required to pay all fees and costs associated with the submission or processing of the requests for criminal record checks. Decisions regarding the effect of a conviction or a pending charge upon the employee's employment or disqualification for employment or discharge from employment at the College shall be made on a case-by-case basis under the Performance Monitoring section of the contract. The Contractor shall provide detail on the method to be used for notifying QVCC of any conviction or pending charges.

All employees of the Contractor shall be considered to be solely in the Contractor's employ. The Contractor accepts all liability of all employees that are not bonded. The Contractor shall be responsible for the proper conduct of all its personnel while on the premises. The Contractor agrees to remove and replace any employee from the site whose conduct QVCC and/or QMC feels is detrimental to its best interest, and/or the best interest of the general public. Should the Contractor fail to remove such employee(s) as required above, or fail to furnish suitable and sufficient personnel for the proper performance of the work, QVCC shall prepare a report and be considered a validated report of poor performance and /or non-compliance and will nullify this agreement.

All of the Contractor's employees must, at all time when on duty, be well groomed and properly attired so as to meet the approval of QVCC and State and Federal health regulations, to include proper handling and preparation of food, i.e. hairnets, wearing gloves, etc. The cost of providing appropriate attire and maintaining same shall be the responsibility of the Contractor. Food service personnel can park their vehicles in any legal parking area on the grounds of QVCC.

The Contractor is responsible for training their employees in the security requirements of QVCC, and shall be responsible for enforcing the security rules as they apply to the Contractor's employees. In addition to any other security rules and regulations, the Contractor shall inform his employees of the following: No guns, knives, or other dangerous weapons are allowed on State property. No loud, vulgar, offensive or intimidating language allowed in the building. No illicit drugs or other prohibited substances are allowed on State property. Alcohol is prohibited on the premises with the exception of Presidential approval for certain functions where alcohol can be served with the proper permit.

The use of State telephones is prohibited, except in an emergency situation or calls directly related to the Contractor's business at the College. QVCC shall furnish to the Contractor all keys necessary to access the building. All keys remain the property of QVCC and shall not be duplicated by the Contractor or any of their employees. All keys shall be returned to QVCC upon request. A charge shall be assessed for any keys not returned. Contractor shall assume cost for re-keying building if keys are lost or stolen. During periods of College vacations exceeding more than 7 days and long-term power losses, perishable food items and food contained in refrigerator and freezers subject to freeze damage or spoilage shall be removed from the cafeteria and secured elsewhere by the food vendor.

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FOOD & SUPPLY PURCHASES

The contractor shall maintain all cleaning supplies required to maintain the areas and equipment under their supervision. Bulk storage of all cleaning supplies shall be in the Maintenance Storage Cage under the supervision of QVCC Maintenance staff. The Contractor shall maintain all necessary MSDS sheets for products they purchase, use, and store on the premises. Copies of the MSDS sheets shall be provided to the Building Maintenance Supervisor or his designee.

FOOD PRODUCTS SUPPLIES TO THE CONTRACTOR MUST MEET THE FOLLOWING GENERAL STANDARDS:

- Meat and meat products-USDA inspected for wholesomeness and graded for the highest quality.
- Poultry and poultry products from plants, which participate in USDA and/or State inspection programs.
- Eggs and egg products-shell eggs to meet Federal grading standards for highest quality; supplies must be registered with the USDA. Processed egg products (liquid, frozen, and dried) must bear the USDA inspection mark.
- Seafood and shellfish-from approved safe sources as per the FDA and National Shellfish Safety Program.
- Milk and dairy products- from government inspected sources. All milk must be pasteurized.
- Processed foods-must be purchased from known, reliable suppliers who handle items processed by reputable food processors.
- Clearly label all menu items that are prepared with or contain peanuts, peanut oil or any other nut products.
- No trans fat.

Food shall be prepared in compliance with State of Connecticut Health Code Standards for food service, sanitation, and hygiene. All food serving and storage temperatures shall be in compliance with State of Connecticut Health Code Standards.

The Contractor shall be responsible for the posting of menus and prices daily. The contractor shall furnish all food, personnel and operating supplies required for the proper function of the food service at the Contractor's sole expense. Contractor shall provide sufficient personnel to properly operate the food service facility.

TRASH REMOVAL

Garbage and trash disposal shall be the responsibility of QVCC. However, the Contractor must deliver the trash and garbage generated in the entire food service area to the appropriate collection areas, this shall include any sorting of the trash and garbage required to participate in whatever recycling programs are designated by law and/or QVCC.

DÉCOR

The Contractor responsibilities for décor at the cafeteria shall be limited to: Providing condiment dispensers, soda dispensers, cream and milk dispensers, portable signage and other support equipment in accordance with plans and specifications submitted by the Contractor and approved by QVCC as to construction, location, color and/or finishes.

PROGRAM EVALUATION

A QVCC administrator shall meet quarterly with the Contractor to discuss cafeteria operations and areas of concern. The Contractor shall provide a written quarterly report on Cafeteria, Catering and Food Service Operations including complaints, suggestions, comments, and changes made to the service provided. A format for those reports shall be established during the transition process by QVCC.

All deliveries and invoices for food, equipment, supplies, etc. shall be made directly to the Contractor via QVCC loading docks and elevators.

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The Contractor is expected to be responsive to suggestions from College Administration and patrons regarding food quality, service and availability, along with behavior of food service staff. The Contractor shall provide a vehicle for feedback and appropriate responses.

A key objective of dining management is to establish and nurture effective communications to ensure optimal customer satisfaction and to become truly integrated within the organization. Dining management will establish regular meetings with the college designee to discuss matters such as continued customer satisfaction, and additional service requirements.

The Contractor agrees to allow the following parties access to the kitchen and food service areas: Director of Finance, the Dean of Administrative Services, Building Maintenance Supervisor, Maintenance Staff, Purchasing Staff, President or designee, QMC Principal or designee. No other personnel shall be permitted access to the kitchen and food service areas. The Contractor and the QVCC Representative agree that both parties shall have access to all locked/secure food service storage areas and equipment.

Throughout the term of this agreement QVCC will monitor the performance of the Contractor. After receipt of a Vendor Performance Report, each specific incident will be addressed as follows:

After receipt of the first incident report QVCC will investigate contractual breaches or poor performance issues for the purpose of validating such complaints. The Contractor will be given reasonable opportunity to resolve the performance and compliance issues.

A second validated incident report of poor performance or noncompliance shall result in a conference involving the Contractor and QVCC. The Contractor will then be given a second opportunity to resolve poor performance and compliance issues.

A third validated incident report of poor performance or noncompliance will result in termination of the contract in accordance with Section 39 of the Standard Bid Terms & Conditions. Permanent removal of the vending machines shall be accomplished by the Contractor within 30 days of the date of written notification of termination by QVCC.

The Contractor will be responsive to suggestions from College Administration and patrons regarding food quality, service and availability, along with behavior of food service staff. The Contractor will provide a vehicle for consistent feedback and appropriate responses.

CASH REGISTERS

Food service provider shall provide and maintain cash registers for the cafeteria. The food service provider shall at all times have enough cash on hand to make change for any purchase from the establishment. A change machine will also be provided and maintained by the vendor. The food service provider will not send patrons to the Cashier in the Business Office to make change for use of the vending machines or the cafeteria.

COMMUNICATION SERVICES

QVCC shall provide the Contractor with 2 phone lines and 1 data line. Additional telephone and/or data line installation shall require pre-approval by the College, including review by both the IT and Maintenance Departments. The Contractor shall be responsible for any costs associated with additional telephone and/or data installation, additional telephone monthly charges and all costs related to additional monthly data lines for computer and charge card access.

SPECIAL TERMS AND CONDITIONS

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The Contractor shall be responsible for obtaining a restaurant license for the cafeteria and shall maintain the license for the life of the contract. A copy of this license will be given to the QVCC Director of Finance. Under no conditions shall any amusement, pinball, "juke box", or electronic video game machines be installed anywhere on the premises by the Contractor.

COST OF CAFETERIA ESTABLISHMENT

In return for the College providing the facilities, utilities, required equipment maintenance and scheduled tests, the food service vendor shall pay QVCC a yearly usage fee in the amount of \$15,000.00 billed quarterly by QVCC to the awarded vendor on 10/1, 1/1, 4/1, 7/1. A vending machine commission schedule must be filled in by the bidding vendor on the attached STO-93.

The Contractor shall furnish all food, personnel and operating supplies required for the proper function of the food service at the Contractor's sole expense.

UTILITIES

QVCC agrees to pay for all electrical, gas, and water/sewer charges associated with the cafeteria during the contract period.

SANITATION & QUALITY CONTROL

It is the Contractor's responsibility to maintain a spotless food service operation that exceeds the sanitation standards of Federal, State, and local codes. The Contractors must have a policy that includes a comprehensive in-house sanitation program focusing on employee education, implementation, procedures and an inspection system to assure compliance.

ServSafe, the National Institute for the Food Service Industry widely accepted sanitation course, shall be conducted annually for its food service management personnel. This course provides the formula for proper food handling procedures, including purchasing, storage, preparation and service. Continual in-service training of the hourly employees within each unit is based upon the ServSafe sanitation course, among the subjects stressed are personal hygiene, contamination and food borne illness, proper food storage, protecting food curing preparation and serving and correct cleaning and sanitizing procedures.

The Contractor, at his expense, shall be responsible for the cleanliness, sanitation, and general maintenance of:

- All food service areas including, but not limited to,
- The kitchen and all of its equipment,
- Storage,
- Refrigerators, freezers,
- Preparation areas, serving and dining areas during operational hours,
- Storerooms and office

This includes daily floor washing, vacuuming, polishing, and cleaning of all surfaces, equipment large and small including but not limited to, refrigerators, freezers, coolers, stoves, ovens, grill screen, hoods, grills, griddles, deep fryers, salad bars, food bars, microwaves, toasters, student/staff use microwaves in accordance with manufacturer's recommendations. Final cleaning shall be performed before leaving, this includes removing and cleaning garbage and/or spills from cafeteria tables and the cafeteria floor. QVCC's custodial staff shall be responsible for heavy-duty cleaning of the floors in the dining areas

STANDARD WAGE RATES FOR CERTAIN SERVICE WORKERS STATUTE 31-57f (formally PA 99-142)

The Contractor must comply with all provisions of Statute 31-57f (formally PA 99-142), An Act Setting Standard Wage Rates for Certain Service Workers.

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The Contractor shall have on staff and on site a Qualified Food Operator in accordance with section 19-13B-42(s)(4), B48(j)(3), B49(t)(3) of the Public Health Code.

This Contract involves the employment of food service preparation and service workers. As a result of this, Connecticut Standard Wage Rates for Certain Service Workers (C.G.S. 31-57f, PA 09-183) is effective.

Contractors submitting a bid must be aware of the following section of PA 09-183:

(h) Where a required employer is awarded a contract to perform services that are substantially the same as services that have been rendered under an employer shall retain, for a period of ninety days, all employees who had been employed by the predecessor to perform services under such predecessor contract, except that the successor contract need not retain employees who worked less than fifteen hours per week or who had been employed at the site for less than sixty days. During such ninety-day period, the successor contract shall not discharge without just cause an employee retained pursuant to this subsection. If the performances of an employee retained pursuant to this subsection or section 4a-82 is satisfactory during the 90 day period, the successor contractor shall offer the employee continued employment for the duration of the successor contract under the terms and conditions established by the successor contractor, or as required by law. The provisions of this subsection shall not apply to any contract covered by subsections (o) and (p) of section 4a-82.

Contractors submitting a bid must be aware of the following section of Statute 31-57f:

(b) On and after July 1, 2000, the wages paid on an hourly basis to any employee of a required employer in the provision of food, building, property or equipment services provided to the state pursuant to a contract or agreement with the state or any state agent, shall be at a rate not less than the standard rate determined by the Labor Commissioner pursuant to subsection (g) of this section.
(c) Any required employer or agent of such employer that violates subsection (b) of this section shall pay a civil penalty in an amount not less than two thousand five hundred dollars but not more than five thousand dollars for each offense. The contracting department of the state that has imposed such civil penalty on the required employer or agent of such employer shall, within two days after taking such action, notify the Labor Commissioner, in writing, of the name of the employer or agent involved, the violations involved and steps taken to collect the fine.
(d) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b) of this section.

Information regarding this Public Act and when it applies can be obtained from the Department of Labor's web site:

<http://www.ctdol.state.ct.us>. Questions concerning the provision and implementation of this act should be referred to the Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109, (860) 263-6790.

During the term of this contract, QVCC shall verify by Wage Certification that the wage scales are being used, as outlined through C.G.S. 31-57f. This act mandates certified payrolls and a statement of compliance must be completed on a weekly basis and submitted to the College monthly. (See Example B)

Contractor agree to absorb any increase in the standard wage: Any increase in wage and fringe benefit costs incurred or paid by the Contractor during the term of the contract that result from an increase in any applicable minimum standard wage rate as established by the Labor Commissioner shall be the sole responsibility of the Contractor.

Insurance Clause: Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

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

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Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

Automobile Liability: \$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

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

Minimum Scope of Insurance: All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with QVCC on the standard Acord Certificate of Insurance form showing the specified insurance and limits. QVCC shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against QVCC and the contractor's insurance shall be primary coverage.

Hold Harmless Provision for QVCC: The Contractor shall at all times indemnify and save harmless QVCC, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by the officers, agents and employees of said State or Department, or of the Contractor, his Subcontractor or materialmen from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect of the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, and Subcontractor, materialmen or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the State.

A copy of proof of insurance will be given to the QVCC Director of Finance to keep on file.

TRANSITION

A transition plan will be decided upon by QVCC with the awarded Contractor.

Request for Proposal: Invitation To Bid

Quinebaug Valley Community College

742 Upper Maple Street

Danielson, CT 06239

Is accepting sealed bids for:

CAFETERIA, CATERING AND VENDING SERVICES FOR THE STUDENTS, FACULTY, AND STAFF AT QUINEBAUG VALLEY COMMUNITY COLLEGE AND QUINEBAUG MIDDLE COLLEGE

Bid Project Number: QVCC-CAF-091319-3

Submission Deadline

Sealed Bids must be submitted by Thursday March 11, 2020 at 1:00 pm to:

Quinebaug Valley Community College

742 Upper Maple Street

Danielson, CT 06239

Attention: Debra Guntner, FAO, Business Office

The bid opening will be at Quinebaug Valley Community College, 742 Upper Maple Street, Danielson, CT 06239, room W207, second floor, West Wing on **Thursday March 11, 2020 at 1:30 pm.**

(FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED)

**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 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.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___ - Bidder is certified as above by State of CT Yes ___ No ___ - DAS Certification Number _____
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 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? If yes, give name and phone number. Yes ___ No ___ _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?	Yes ___ No ___
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VENDOR AUTHORIZATION GUIDELINES (page 1 of 2)

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC's that do not have boards of directors, must submit the following:

1. a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company to enter into a contract.

PARTNERSHIPS – Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

VENDOR AUTHORIZATION GUIDELINES (page 2 of 2)

Sole Proprietors - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website www.das.state.ct.us/busopp.asp. Scroll down until you see the heading "**Vendor**" on the far right side of the screen. Then click on "**Vendor Authorization Guidelines and Samples**".

EMPLOYMENT
INFORMATION FORM
(DAS-45)

Bid Number:

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
EMPLOYMENT INFORMATION FORM

Company Name Street Address City State/Zip	Contact Name	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees, enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (Not of Hispanic Origin)		C BLACK (Not of Hispanic Origin)		D HISPANIC		E ASIAN/PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers(Skilled)											
Operatives(Semi-Skilled)											
Laborers(Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No						Explain:					
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No						Explain:					
Do you use an Affirmative Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No						Explain:					
Describe your recruitment, hiring, training and promotion anti-discrimination practices.											



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Individual

For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory) (Date)

(Printed Name)



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Individual

For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

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REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory) (Date)

(Printed Name)



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

 Authorized Signatory

 Printed Name

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

 Commissioner of the Superior Court/ Notary Public Commission Expiration Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ , 20 _____ , by the governing body of _____
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____ , and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

The undersigned has executed this certificate this _____ day of _____ ,20 _____ .

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Signature of Agency Head (or designee)

Date

Awarding State Agency

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109									
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL									
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09									
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
		DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER		
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH			F	S								
			Trade License Type & Number - OSHA 10 Certification Number	20	21	22	23	24	25	26	HOURS WORKED EACH DAY									
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx
											S-TIME	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
											O-TIME	\$ Cash Fringe	4. \$ 5. \$ 6. \$							

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
 DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109					
WEEKLY PAYROLL																										
CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER									
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS							POLICY #															
											EFFECTIVE DATE:											EXPIRATION DATE:				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY						
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER								
				HOURS WORKED EACH DAY																	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	1. \$	2. \$	3. \$	4. \$
Trade License Type & Number - OSHA 10 Certification Number																										

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ Submitted on (Date)

(Signature) (Title)

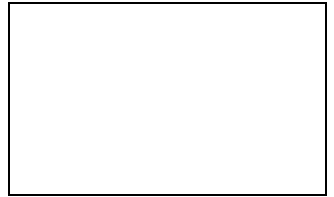
WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours Total O/T Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING	OTHER		
				HOURS WORKED EACH DAY								TOTAL FRINGE BENEFIT PLAN CASH		1. \$	2. \$	3. \$	4. \$	5. \$	6. \$	
																				Base Rate
											\$									
											\$									
											\$									
											\$									
											\$									
											\$									

*IF REQUIRED

STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



THIS FORM WILL BE USED AS AN AID IN ASSESSING QUALIFICATIONS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST OTHER NAMES YOUR COMPANY DOES BUSINESS AS: _____

LIST PREVIOUS COMPANY NAME (S): _____

IF APPLICABLE, LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NUMBER AND NAME, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

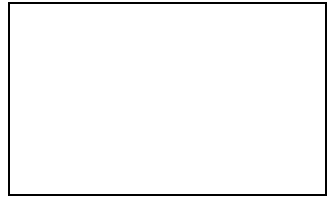
<u>CONTRACT No.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IF APPLICABLE, LIST ANY OTHER CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS **THAT YOUR COMPANY DID NOT PERFORM ANY SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NUMBER AND NAME, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT No.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



COMPANY NAME: _____

REFERENCES:

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS SOLICITATION WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
1.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
2.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
3.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



COMPANY NAME: _____

COMPANY VALUE: EQUIPMENT ASSETS: _____ TOTAL ASSETS: _____

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE, IF APPLICABLE (Attached additional sheets if necessary):
(I.e. MODEL, YEAR & MANUFACTURER AND/OR AS SPECIFIED IN SOLICITATION DOCUMENTS, IF APPLICABLE).

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFIES YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS SOLICITATION, IF APPLICABLE.

STATE OF CONNECTICUT

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS** **HAS NOT**
Company Name (Check Applicable)

been cited for three (3) or more willful or serious violations of any Occupational Safety and Health (OSHA) Act or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the solicitation, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS** **HAS NOT** (Check Applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the solicitation.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) **ss:** _____ **A.D., 20** _____

_____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____
(Notary Public) (Seal)

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239

Read & Complete Carefully

Page 1 of 2

IMPORTANT: ALL pages of this form must be completed, signed and returned by the Bidder as part of the Bid package. Failure to submit all pages, 1 through 2, may constitute grounds for rejection of your Bid.

COMPLETE BIDDER LEGAL BUSINESS NAME AND ADDRESS:	Taxpayer ID # (TIN): SSN: OR FEIN: WRITE/TYPE SSN/FEIN NUMBER ABOVE
---	--

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (If different from above):
--

BUSINESS ENTITY: LLC NON-PROFIT	PARTNERSHIP INDIVIDUAL/SOLE PROPRIETORSHIP	CORPORATION Type of Corporation: State Organized in:
--	---	--

NOTE: If Individual/Sole Proprietor, Individual's Name (as Owner) must appear in the Legal Business Name block above.

BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES	D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)
--	--

UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
---	--

UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
---	--

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER	DATE EXECUTED
--	----------------------

TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON
--	-----------------------------------

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
BIDDER E-MAIL ADDRESS AND WEB SITE:				
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE FOR PAYMENT ADDRESS OF YOUR BUSINESS.				
<input type="checkbox"/> SAME AS ADDRESS ABOVE				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
BIDDER CONTACT INFORMATION: NAME				
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2ND BUSINESS PHONE:	Ext. #	CELLULAR:		
1ST FAX NUMBER	TOLL FREE PHONE NUMBER:			
2ND FAX NUMBER	TOLL FREE FAX NUMBER:			
IS YOUR BUSINESS <u>CURRENTLY</u> A DAS CERTIFIED:				
<input type="checkbox"/> SMALL BUSINESS ENTERPRISE				
<input type="checkbox"/> MINORITY BUSINESS ENTERPRISE				
<input type="checkbox"/> NO				
IF YES TO EITHER SBE OR MBE PLEASE ATTACH THE CERTIFICATE TO THIS BID.				
IF YOU ARE A <u>STATE EMPLOYEE</u> , INDICATE YOUR POSITION, AGENCY, AND AGENCY ADDRESS:				
Has the Bidder, any company official, or any subcontractor to the Bidder, received any notices of debarment and/or suspension form contracting with the State of Connecticut, the Federal Government or any governmental entity?				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
The above signed Bidder further affirms and declares that neither the Bidder and/or any company official nor any subcontractor to the Bidder and/or any company official has received any notices of debarment and/or suspension form contracting with other state within the United States?				
<input type="checkbox"/> YES <input type="checkbox"/> NO				
If the above signed Bidder, any company official or any subcontractor to the Bidder <i>has</i> received notices of debarment and/or suspension form contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices <u>must</u> be attached to this document when submitting this Bid.				
Number of Notices Attached _____				
OTHER INFORMATION:				
http://www.ct.gov/ethics/lib/ethics/2006_guide_for_contractors.pdf http://www.das.state.ct.us/purchase/info/vendor_authorization_and_guidance_081106.pdf				

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state, other than municipalities, shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE
UNIT

450 Columbus Boulevard, Suite 2
Hartford, CT 06103
(860) 541-4709

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 1 of 3



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

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

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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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 return 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 under this chapter, (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, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“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.

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

QUALIFIED FOOD OPERATOR

Connecticut Public Health Code Sections 19-13B-42(S)(4), B48(j)(3), B49(t)(3)

Each person owning, operating or managing any food service establishment, itinerant food vending establishment, or food catering establishment designated either as a class III or class IV shall be a qualified food operator or shall employ on-site at least one (1) qualified food operator who is in a supervisory position at said establishment. Qualified Food Operator is a food operator employed in a full-time position who has demonstrated knowledge of safe food handling techniques. [Full-time position means 30 hours per week or the number of hours per week the food establishment is open for business, whichever is less.] Supervisory position means that position of a person who directs and inspects the performance of food service workers.

The following offerings are intended for food workers seeking to fulfill the Qualified Food Operator requirement for Class III & IV food service establishments. Currently there are only three exams that have been approved by the Department of Public Health to meet the QFO requirement, but these exams are offered by a number of consultants/ organizations. The schedule of exam offerings is not intended to be all-inclusive, as there may be other exam schedules that we have not received. Individuals interested in a QFO exam should inquire as to which exam is used to ensure it is one of the 3 approved exams. It may be helpful to call your local health department as many offer the approved exams and training themselves. If you would like to have information about your exam offering posted, contact the Food Protection Program at 860-509-7297.

CONNECTICUT APPROVED EXAMS

- **Prometric exam** (formerly Thomson Prometric, Experior, National Assessment Institute, Chauncey, & Educational Testing Service) exam is available as bilingual in English, Spanish, Korean, Chinese (Traditional), Vietnamese. <http://www.prometric.com/foodsafety/default.htm> Approved exam is “Certified Professional Food Manager”
- **National Registry of Food Safety Professionals/Environmental Health Testing** (exams are bilingual English, Spanish, modern Chinese, traditional Chinese, Vietnamese, Korean, Arabic, Japanese) (textbook: English, Spanish) 1-800-446-0257 www.nrfsp.com
- **ServSafe exam** (Educational Foundation of National Restaurant Association) 800-765-2122, ext. 6703 <http://www.servsafe.com> On-line training is available. Exam is available as bilingual in English, Spanish, Chinese, Korean, French Canadian, Japanese, and Large Print.
- **360training- Learn2Serve** 877-881-2235, visit at: www.360training.com , email: support@360training.com

Sponsored Classes and Exams 2018

Sponsor	Phone	Location	Dates	Exam Information
American Food Safety Institute www.americanfoodsafety.com	800-723-3873	Waterbury- Hampton Inn	2/27/18 4/23/18 6/19/18 8/28/18 10/23/18 12/17/18	National Registry of Food Safety Professionals 9:00am - 5:00pm (ServSafe available)
American Food Safety Institute	800-723-3873	West Haven- Best Western	This location offers both English and Spanish : 3/20/18 5/2/18 7/11/18 9/6/18 11/5/18	
American Food Safety Institute	800-723-3873	East Hartford- Comfort Inn	2/28/18 4/2/18 6/20/18 8/29/18 10/24/18 12/18/18	
American Food Safety Institute	800-723-3873	Stamford- Sheraton	This location offers both English and Spanish : 3/19/18 5/1/18 7/10/18 9/5/18 11/6/18	
American Food Safety Institute	800-723-3873	Stratford- Quality Suites	2/26/18 5/21/18 8/27/18 11/7/18	

Sponsored Classes and Exams 2018

Sponsor	Phone	Location	Dates			Exam Information
Ledge Light Health District	860-448-8442	Ledge Light Health District 216 Broad Street New London, CT	3/12/18 6/11/18 9/10/18 12/10/18	4/9/18 7/9/18 10/15/18	5/14/18 8/13/18 11/5/18	Pre-registration is required. All classes are 9 a.m. to 5 p.m.
CT Restaurant Association www.ctrestaurant.org	860-278-8008	Hamden- Eli's on Whitney	2/26/18 8/27/18 12/10/18	4/30/18 10/15/18	6/11/18 11/19/18	ServSafe Exam (Tests may be taken in English, Spanish, Chinese or Korean upon request.) 8:00 am – 5:00 pm
CT Restaurant Association	860-278-8008	Rocky Hill- Sysco Center	3/5/18 6/4/18 9/10/18 12/3/18	4/2/18 7/2/18 10/1/18	5/7/18 8/6/18 11/5/18	
CT Restaurant Association	860-278-8008	New Haven- Geronimo's	3/12/18	7/30/18	8/13/18	
CT Restaurant Association	860-278-8008	Fairfield- Geronimo's	5/21/18	9/17/18		
CT Restaurant Association	860-278-8008	Vernon- Wood n' Tap	4/16/18 11/26/18	8/20/18	(Spanish)	
CT Restaurant Association	860-278-8008	Hartford- Wood n' Tap	6/18/18	(Spanish)		
CT Restaurant Association	860-278-8008	Farmington- Wood n' Tap	9/24/18	12/17/18		
CT Restaurant Association	860-278-8008	Newington- Wood n' Tap	3/19/18	6/25/18	7/23/18	
CT Restaurant Association	860-278-8008	Wallingford- Wood n' Tap	4/9/18	7/9/18		
CT Restaurant Association	860-278-8008	Southington- Wood n' Tap	5/14/18			
CT Restaurant Association	860-278-8008	Stratford- CDI	3/26/18	7/16/18	10/22/18	
CT Restaurant Association	860-278-8008	Groton- Ella T Grasso Tech	4/23/18	10/29/18		
QFO Consulting Center QFOconsultingcenter@outlook.com	203-592-9263	Southington, Plainville, Bristol, Newington, Meriden, Middletown. Will also travel to client location to provide personal classes between the scheduled dates.	3/18/18 6/24/18 9/16/18 12/9/18	4/22/18 7/22/18 10/8/18	5/20/18 8/19/18 11/12/18	National Registry of Food Safety Professionals. Exams can be taken in English, Spanish, Chinese or Korean upon request. 8:00am - 2:00pm.
Food Safety Consulting Http://foodsafetyconsultingct.com 66 Golfview Dr. Watertown, CT 06795	203-275-6878	Grand Oak Villa, Oakville, CT 06779	3/30/18 11/12/18	7/9/18	10/8/18	National Registry of Food Safety Professionals and ServSafe. Private courses and exam only option available at your location w/no minimum attendance.
Food Safety Consulting Http://foodsafetyconsultingct.com 66 Golfview Dr. Watertown, CT 06795	203-275-6878	Fairfield Motor Inn, Fairfield, CT 06824	3/30/18 11/12/18	6/23/18	10/8/18	
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Holiday Inn 100 East River Road East Hartford, CT 06108	3/1/18 6/4/18 9/4/18 12/3/18	4/2/18 7/9/18 10/1/18	5/1/18 8/1/18 11/1/18	ServSafe, Prometric, National Registry of Food Safety Professionals (Exams available in Spanish, Chinese, Korean, Japanese, French Canadian) 8 am-2 pm; groups 5+ will travel to you will no additional charge.
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Courtyard by Marriott 63 Grand Street Waterbury, CT 06702	3/21/18 7/24/18 10/23/18	4/26/18 8/21/18 11/20/18	6/20/18 9/18/18 12/19/18	
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Courtyard by Marriott 30 Whalley Avenue New Haven, CT 06511	4/16/18 7/16/18 10/8/18	5/15/18 8/6/18 11/6/18	6/12/18 9/10/18 12/10/18	

Sponsored Classes and Exams 2018

Sponsor	Phone	Location	Dates	Exam Information
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Holiday Inn Express 89 Mill Plain Road Danbury, CT 06811	4/9/18 5/7/18 6/6/18 7/10/18 8/2/18 9/5/18 10/2/18 11/5/18 12/4/18	
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Courtyard by Marriott 181 W. Town Street Norwich, CT 06360	4/23/18 5/23/18 6/19/18 7/23/18 8/20/18 9/17/18 10/22/18 11/19/18 12/18/18	
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Comfort Inn 141 Prospect Hill Road East Windsor, CT 06088	4/17/18 5/14/18 6/14/18 7/18/18 8/13/18 9/13/18 10/15/18 11/13/18 12/17/18	
HRFoodSafe www.HRFoodSafe.com email: info@HRFoodSafe.com	855-478-7246	Crown Plaza 2701 Summer Street Stamford, CT 06905	4/18/18 5/30/18 7/11/18 8/7/18 10/9/18 11/7/18 12/11/18	
Integrated Food Service Consulting Corp. www.fnasafety.com Instructor: Michael Pozit	888-510-0404	Danbury, CT		ServSafe Exam Pre-registration suggested 8:00 a.m-6:00 pm
Integrated Food Service Consulting Corp.	888-510-0404	Norwalk, CT		ServSafe Exam Pre-registration suggested 8:00 a.m-6:00 pm
Integrated Food Service Consulting Corp.	888-510-0404	Shelton, CT		ServSafe Exam Pre-registration suggested 8:00 a.m-6:00 pm
KLR Environmental Consultants, LLC klrenvironmental@gmail.com	203-823-8861	American Legion Post 76, North Haven		National Registry of Food Safety Professionals 8am-4pm
The Petersen Group LLC Instructor: Rick Petersen	203-595-6590 203-570-3735	Will travel to client's location – teach class/administer exam		ServSafe
FRESH Training Instructor: Judy Wrenn	203-881-9304	Will teach throughout CT		ServSafe, Prometric, National Registry of Food Safety Professionals
Health Education & Consulting Instructor: Ed Briggs	203-775-2924 203-858-7847			National Registry of Food Safety Professionals
StateFoodSafety.com www.statefoodsafety.com	801-494-1416	Online prep course (ANSI accredited)		Exam at local testing facility- National Registry of Food Safety Professionals or Prometric
Bridgeport Innovation Center Instructor: Cedric Grech http://www.hcc.commnet.edu/ce/pro/certs/certProgram.asp?cert_id=HOS_qfo&cat_ID=CertHOS	800-723-3873	Includes audio tapes & language interpreter as necessary.		National Registry of Food Safety Professionals, ServSafe
Certificate Plus LLC Instructor: Thomas DeLeo certificatesplus@gmail.com	860-209-7454	Will travel to client's location: Individual classes or group classes- teaches class/administers exam		ServSafe
Housatonic Community College, Bridgeport CT Instructor: Cedric Grech http://www.hcc.commnet.edu/ce/pro/certs/certProgram.asp?cert_id=HOS_qfo&cat_ID=CertHOS	203-332-5057	Continuing Education Course, offered periodically Registration form on HCC website (pdf)		“ServSafe Food Safety Training Course” Non-credit Continuing Education.
Catherine A. Lewis catherin-lewis@sbcglobal.net	860-647-7933	CT/MA/RI		ServSafe
William A. Tribelli www.tribelliconsulting.com	401-275-5004	Will travel to client's location – teach class/administer exam		ServSafe

Testing Centers, if course is not taken in person

Prometric Testing Center www.prometric.com	There are Prometric Test Centers in Glastonbury, Hamden, Norwalk, East Longmeadow MA, and Warwick RI		Exam type: Prometric Environmental Health & Safety Testing. Exam is Certified Professional Food Manager. Exam date must be scheduled in advance.
Professional Server Certification Corporation www.onlinefoodsafetyclass.com	866-378-0203 605-427-2911	Online training	Food safety training for food managers is on line. Student may take exam at any Prometric center www.prometric.com
TAP Series Food Safety Mgr. Cert. Training www.tapseries.com	888-826-5222	Online Training	Exams are scheduled with the provider by appointment.
National Environmental Health Assoc. (NEHA) www.nehatraining.org www.learn2serve.com	800-442-1149	Online self-study course	Preparation for approved exams Take exam at Prometric Testing Center

RESPONSIBILITIES OF QUALIFIED FOOD OPERATORS

Connecticut Public Health Code Sections 19-13B-42(S)(4), B48(j)(3), B49(t)(3)

The qualified food operator is responsible for operating the food service establishment, itinerant food vending establishment, and catering establishment in compliance with all the provisions of section 19-13-B42, B48, and B49 of the Regulations of Connecticut State Agencies. The qualified food operator of each foodservice establishment, itinerant food vending establishment, and catering establishment is responsible for ensuring training of food preparation personnel. All such personnel shall receive training that shall include but not necessarily be limited to: instruction in proper food temperature control; food protection; personal health and cleanliness; and sanitation of the facility, equipment, supplies and utensils. The qualified food operator shall maintain written documentation of a training program and training records of individual employees, and shall make these records available to the local health department upon request.

QUALIFIED FOOD OPERATOR NOT PRESENT

Connecticut Public Health Code Sections 19-13B-42(S)(8)(B), B48(j)(7)(B), AND B49(t)(7)(B)

The owner/operator of the food service establishment, itinerant food vending establishment, and catering establishment shall designate an alternate person who has complied with Section 19-13-B42(s)(6) to be in charge at all times when the qualified food operator cannot be present. This alternate person in charge shall be responsible for: ensuring that all employees comply with the requirements of this section, and that foods are safely prepared; handling emergencies; admitting the inspector; and receiving and signing their inspection report.

REPLACEMENT OF QUALIFIED FOOD OPERATOR

Connecticut Public Health Code Sections 19-13B-42(s)(7), B48(j)(6), B49(t)(6)

Whenever the qualified food operator terminates employment, is terminated or is transferred, the person owning, operating or managing the food service establishment, itinerant food vending establishment, and catering establishment shall notify the local health department in writing. A replacement qualified food operator shall be employed within sixty (60) days from the date of termination or transfer of the qualified food operator.

Connecticut Department of Labor
Wage and Workplace Standards Division
Standard Wage Rates
Killingly- Area C
Rates Effective: April 1, 2019

<i>Classification</i>	<i>Hourly Rate</i>	<i>Benefit</i>
Assembler	\$11.29	3.38
Baker	\$14.60	4.38
Boiler Tender	\$28.72	8.61
Carpenter, Maintenance	\$26.20	7.86
Cashier	\$11.49	3.44
Cleaner, Heavy** Hired after July 1, 2009	\$16.45	7.25 + a
Cleaner, Light** Hired after July 1, 2009	\$16.15	7.25 + a
Cleaner, Vehicles	\$12.70	3.81
Cook I	\$15.78	4.73
Cook II	\$17.18	5.15
Counter Attendant	\$11.29	3.38
Dishwasher	\$11.50	3.45
Dry Cleaner	\$13.07	3.92
Electrician, Maintenance	\$34.21	10.26
Elevator Operator	\$14.71	4.42
Fast Food Shift Leader	\$10.87	3.27
Fast Food Worker	\$10.10	3.03
Food Service Worker	\$12.06	3.61
Furniture Handler ~ Hired prior to July 1, 2009	\$18.11	7.25 + a
Furniture Handler**Hired after July 1, 2009	\$16.55	7.25 + a
Gardner	\$17.21	5.16
General Maintenance Worker	\$20.46	6.14
Guard I	\$15.03	4.50
Guard II	\$21.08	6.32
HVAC	\$26.96	8.09
Janitor* ~ Hired prior to July 1, 2009	\$14.71	7.25 + a

Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$26.58	7.97
Maid or Houseman	\$12.40	3.72
Meat Cutter	\$20.41	6.13
Painter, Maintenance	\$22.25	6.67
Parking Lot Attendant	\$13.08	3.92
Pest Controller	\$19.84	5.95
Pipefitter, Maintenance	\$27.74	8.33
Plumber, Maintenance	\$26.33	7.89
Presser, Hand	\$11.29	3.38
Presser, Machine, Drycleaning	\$11.29	3.38
Presser, Machine, Shirts	\$11.29	3.38
Presser, Machine, Wearing Apparel, Laundry	\$11.29	3.38
Refuse Collector	\$21.64	6.49
Sheet Metal Worker, Maintenance	\$25.29	7.58
Stationary Engineer	\$28.72	8.61
Tractor Operator	\$16.28	4.88
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck,	\$23.18	6.95
Truck Driver and Snowplow Driver, Light Truck - Straight truck,	\$17.07	5.13
Truck Driver and Snowplow Driver, Medium Truck - Straight	\$19.84	5.96
Vending Machine Attendant	\$16.74	5.02
Ventilation Equipment Tender	\$23.19	7.17
Waiter/Waitress	\$12.30	3.69
Washer, Machine	\$11.86	3.55
Window Cleaner ~ Hired prior to July 1, 2009	\$15.86	7.25 + a
Window Cleaner** Hired after July 1, 2009	\$20.48	7.25 + a

** Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.*

*** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.*

FOOTNOTES

Health and Welfare \$7.25 per hour on January 1, 2019.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.

FALL 2019 ACADEMIC CALENDAR

August 7	Tuition due date
August 26	Last day to drop a course and receive 100% tuition refund (fees are non-refundable) In person senior citizen registration day
August 27	<i>First day of classes</i> 1 st 7-week classes begin (see below for important dates)
September 2	Labor day – college is closed, no classes
September 10	Last day to add a course Last day to drop a course and receive 50% tuition refund (fees are non-refundable)
September 23	Late Start classes begin (see below for important dates)
October 14	Columbus Day – college open, classes in session
October 22	Reading Day*
October 23	2 nd 7-week classes begin (see below for important dates)
November 1	Fall 2019 graduation application due date
November 7	No classes at Windham Technical High School location. Danielson classes will be held.
November 11	Veterans Day Observed – college open, classes in session
November 14	No classes at Windham Technical High School location. Danielson classes will be held.
November 15	Last day to withdraw from a course with a grade of “W” or to put a course on Audit or Pass/Fail
November 27	College open, no classes
Nov 28 – Dec 1	Thanksgiving recess – college closed, no classes
December 7	<i>Last day of classes</i>
December 9 – 15	Final exams

***Please note – Additions to the calendar may be made.**

**Reading Days are to be used by students as study days and/or optional make-up class time at the discretion of faculty members.*

SPRING 2020 ACADEMIC CALENDAR

January 2	Tuition due date
January 20	Martin Luther King Jr Day – college closed
January 21	Last day to drop a course and receive a 100% tuition refund (fees are non-refundable) In Person Senior Registration Day
January 22	<i>First day of classes</i>

January 23	No classes at Windham Technical High School location. Danielson classes will be held.
February 4	Last day to add a course Last day to drop a course and receive a 50% tuition refund (fees are non-refundable)
February 14	Presidents' Recess – no classes, college open
February 17	President's Day – no classes, college closed
March 12	No classes at Windham Technical High School location. Danielson classes will be held.
March 16 – 22	Spring Recess – no credit classes, college open
April 1	Spring graduation application due date
April 7	Last day to withdraw from a course with a grade of "W" or to put a course on Audit or Pass/Fail
April 10	Day of Reflection – no classes, college closed
May 7	Reading Day*
May 8	Last day of classes
May 11 – 17	Final Exams
May 25	Memorial Day – college closed

Please note: Additions to the calendar may be made.

**Reading Days are to be used by students as study days and/or as optional make-up class time at the discretion of faculty members.*

Quinebaug Middle College

2019-2020 School Calendar

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	PD	24
25	PD	PD	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	PD	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	PD	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	PD	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29




March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				




April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		


May 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

-  School Closed
-  Progress Report
-  First Day of School

-  Professional Development (No school for students)
-  Grades Close
-  Last Day

-  Early Dismissal
-  Special Event

Aug 20	New Student Orientation
Aug 23, 26, & 27	P.D. - Staff Only (8/23 - Unity Day)
Aug 28	First Day of School
Sep 18	QMC Open House Night 5:30 p.m.
Oct 15 & Nov 5	Professional Development
Oct 16	Schoolwide Testing Day (PSAT8/9, PSAT, SAT)
Nov 1	Mid-Semester Progress Reports
Nov 13	Early Dismissal - P/T Conferences
Nov 27 - Dec 1	Thanksgiving Break
Dec 4 & Jan 15	QMC Prospective Students' Night
Jan 17	Early Dismissal - P.D.

Jan 24	QMC Semester 1 Ends / Grades Close
Jan 27	NO SCHOOL - Building Day - Staff Only
Jan 28	QMC Semester 2 Begins
Feb 7 & Mar 17	Early Dismissal - P.D.
Feb 17 - 18	Winter Break
Mar 11	Early Dismissal - P/T Conferences
Mar 25	State-testing - SAT (Gr. 11) - make-up 4/28-29
Apr 3	Mid-Semester Progress Reports
Apr 10 - 17	Spring Break
Jun	Graduation - Date Pending; TBD in March
Jun 12	Early Dismissal - Last Day of School (tentative)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

REQUEST FOR QUOTATION

STO-93 REV. 8/89 STATE OF CONNECTICUT
(STOCK NO. 6938-69-01)

INSTRUCTIONS

Please quote us your prices on the commodities/services listed below. All prices must be F.O.B. Destination and you must show Unit Price, Amount and Total or bid may be rejected.

Since the State of Connecticut is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes.

The undersigned bidder affirms and declares:
That this quotation is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form SP-7A of current issue and in effect on the date of bid issue. Form SP-7A, entitled Standards Bid and Contract Terms and Conditions, together with the Commodity Specifications, Proposal Schedule, and Special Bid and Contract Terms and Conditions are made a part of this request for quotation.

ISSUED BY (Agency) Quinebaug Valley Community College		AGENCY NUMBER CCC80300 7712	(RETURN BID ATTENTION OF) Debra Guntner	BID NO. AND OR REQUISITION NO. QVCC-CAF-091319		
AGENCY ADDRESS 742 Upper Maple Street, Danielson, CT 06239				DATE ISSUED Wed, December 4, 2019		
SHIP PREPAID TO (ABOVE AGENCY AT ADDRESS SHOWN) (UNLESS OTHER ADDRESS IS ENTERED HERE)				DATE AND TIME BID REQUIRED Thurs, March 11, 2020 @ 1:00pm		
NAME Debra Guntner		TITLE Fiscal Administrative Officer	TELEPHONE NO. & EXTENSION (860) 932-4091	DATE MATERIAL REQUIRED July 1 2020-June 30, 2025		
ITEM NO.	DESCRIPTION				To be Completed by the vendor	
1	The food service vendor agrees to pay Quinebaug Valley Community College a monthly Commission on Vending Machine Operations.					
Year 1	Vending Operations	July 1, 2020-June30-2021			% Of Commission	
Year 2	Vending Operations	July 1, 2021-June30-2022				
Year 3	Vending Operations	July , 2022-June 30-2023				
Year 4	Vending Operations	July 1, 2023-June 31, 2024				
Year 5	Vending Operations	July 1, 2024-June 1, 2025				
To be completed by bidder	QUOTATION NO./ DATE SUBMITTED	DELIVERY AS REQ'D. ABOVE (Unless noted here)			TOTAL	
	SIGNED	TITLE	TELEPHONE NO. AND EXTENSION	CASH DISCOUNT	PAYMENT TERMS	
				%	DAYS	
	VENDOR FEIN/SSN	ARE YOU INCORPORATED YES NO		PURCHASE ORDER ADDRESS (If different from bidder's address above)		