

**Request for Qualifications at OPM
Stadium Management Services for Stadium
at Rentschler Field, East Hartford, Connecticut**

Response to Question

1. In the past the State of Connecticut and the Connecticut Development Authority contracted with the same management company for both Rentschler Field and the Hartford Civic Center. The short turn-around time for responding to this RFQ would suggest that it may be the State's intent to continue the linkage of the two facilities with the same management company.

Can you please help us understand the State's intent in this process?

Response: As noted in the RFQ, the State is ".....seeking statements of qualifications from firms interested in providing Stadium Management services" The short turnaround time, which is acknowledged, is strictly driven by the current contract between the State and Madison Square Garden (MSG), which provides either party the ability to terminate the stadium contract within 30 days of the notice of termination of the Civic Center agreement, which occurred on Friday, March 30, 2007.

LEGAL NOTICE

Request for Qualifications for Services

The State of Connecticut, Office of Policy and Management, is seeking statements of qualifications from firms interested in providing stadium management services for the Stadium at Rentschler Field.

The Stadium is an approximately 40,000 seat open-air facility located in East Hartford, Connecticut designed to meet NCAA Division 1-A requirements for football, while accommodating other turf events such as soccer, rugby and lacrosse. The Stadium serves as the home of the University of Connecticut Husky football program, and hosts other athletic, cultural, entertainment and civic events throughout the year. The Stadium houses an indoor club room capable of seating 400 people in a banquet setting which is available for group meetings and other functions. Additional information on the Stadium can be found at www.rentschlerfield.com.

The Request for Qualifications is available online at www.das.state.ct.us/busopp.asp and www.opm.state.ct.us/rfps.htm or from Sherrill Jacobson, Office of Policy and Management, 450 Capitol Avenue, Hartford, Connecticut 06106. Telephone (860) 418-6363, or Fax (860) 418-6487. Email sherrill.jacobson@po.state.ct.us

The deadline for submission of qualifications is 3:00 p.m. on Thursday, April 19, 2007.

REQUEST FOR QUALIFICATIONS
FOR
STADIUM MANAGEMENT SERVICES
STADIUM AT RENTSCHLER FIELD
EAST HARTFORD, CONNECTICUT

Key Dates:

April 16, 2007 - Questions / Requests for Clarification Due

April 17, 2007 – Responses to Questions / Requests for Clarification Posted

April 19, 2007 – RFQ Submissions Due

**A Public Solicitation Made by the
State of Connecticut, Office of Policy and Management**

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**REQUEST FOR QUALIFICATIONS (RFQ)
BY
THE STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**

STADIUM AT RENTSCHLER FIELD

OBJECTIVE

Pursuant to Connecticut General Statutes §32-655(a)(7), the State of Connecticut, Office of Policy and Management (hereinafter “State”) is seeking statements of qualifications from firms interested in providing Stadium Management services for the Stadium at Rentschler Field in East Hartford, Connecticut.

Such services shall include oversight and implementation of (1) marketing and promotional programs, (2) booking and scheduling policies, (3) food service, (4) media relations, (5) box office and ticketing operations, (4) event-specific services, (5) security, (6) facility maintenance, (7) environmental compliance, (8) stadium parking, (9) neighborhood relations and (10) financial management.

Eligible respondents will be those entities that have a demonstrated track record in managing facilities of comparable size and marketing such facilities in order to secure a full schedule of varied events.

Statements of Qualifications in response to this RFQ must be submitted to the Office of Policy and Management by **3:00 p.m. on Thursday, April 19, 2007**. A Pre-Qualification Committee will review such statements and recommend one or more firms with whom the State will enter into competitive negotiation. Following negotiation, one firm will be selected to provide Stadium Management services under a contract with the State.

Please note that the State retains the right to choose more than one respondent to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all respondents and to republish and/or cancel the RFQ.

BACKGROUND

Completed in 2003, the Stadium at Rentschler Field is an oval open-air facility occupying approximately 8.5 acres of the State-owned 75-acre parcel at Rentschler Field in East Hartford, Connecticut. The total Stadium capacity is 40,642, consisting of 38,110 permanent seats with an additional 2,532 standing room capacity in the scoreboard plaza. The Stadium has been designed with expansion capability to 50,000 seats.

The Stadium has been designed to meet or exceed NCAA Division 1-A requirements for football, and can also accommodate other turf events such as soccer, rugby and lacrosse. The field meets FIFA requirements and has played host to international competition. The Stadium serves as the home of the University of Connecticut (UConn) Husky football program, and hosts other athletic, cultural, entertainment and civic events as well. An indoor club room capable of seating 400 people in a banquet setting is available for year round catering activities, group meetings and other functions.

The Stadium bowl surrounds the natural grass playing surface which is 26 feet below grade level. The lower bowl completely surrounds the Stadium, while the upper bowl is open on the northwest side. A wide concourse area, which separates the upper and lower bowls, is surrounded on its perimeter by concession stands and restroom facilities.

The southwest side of the Stadium is framed by “the tower”, a dramatic five-story structure which houses the club seating and clubroom area, 38 suites, press facilities and media/broadcast rooms. Additional facilities, administrative areas, locker rooms, etc, are located in the below-grade service level on the southeast side of the facility.

The Stadium site has three access points, two from the north side off Silver Lane, and one from the west side off Main Street. Parking for approximately 4,000 cars is currently provided on the State parcel, and an additional 6,500 parking spaces are available for major events utilizing a long-term parking license from United Technologies Corporation, which owns the balance of Rentschler Field.

The adjacent land at Rentschler Field is being developed by United Technologies and its preferred developer, The Matos Group. The first phase of development will include a destination retailer, Cabela’s, which plans on opening its first New England store at the site this fall. The State is working closely with the development team to ensure coordination between Stadium operations and the overall development. The respective parties have agreed to transition from the parking license agreement to a permanent parking plan, integrated into the Rentschler Field master plan, by June 2009.

Additional information on the Stadium at Rentschler Field may be found at www.rentschlerfield.com.

SCOPE OF SERVICES

The State is seeking a Stadium Management firm to assist it in operating and promoting Rentschler Field as a premier venue for NCAA Division 1-A football and other sports and entertainment events of local and regional interest. Required services shall include:

- Transition: Manager shall immediately develop and implement a short-term transition plan from the current management to new Manager.
- Corporate Services: Manager shall provide corporate services including procedures, systems and manuals relating to accounting and fiscal controls, operating procedures, purchasing, marketing procedures and databases (including marketing of advertising and other promotional tie-ins), employment and training manuals and materials, personnel practices and similar matters.
- Marketing: Manager shall conduct all marketing and promotional activities with respect to the Stadium (excluding UConn events) with the objective of maximizing utilization of the facility and attendance at events. Tasks shall include review of the current Stadium marketing plan and revision as needed. Tasks shall also include marketing and sale of specific advertising and promotional opportunities (e.g., temporary signage, scoreboard and electronic advertising, print advertising on tickets, programs and other materials, and title sponsorship opportunities) for non-UConn events.

Manager shall be responsible for marketing and sale of suites and Club Room for non-UConn events. Manager shall also be responsible for marketing and sale of advertising and promotional opportunities in connection with catering and concessions operations, including branding and pouring rights and similar food and beverage sponsorships, to the extent not reserved to concessionaire or to UConn.

- Other Revenue Opportunities: Manager shall assist the State in identifying and realizing other revenue opportunities.
- Booking: Manager shall be responsible for booking and scheduling of all Stadium events, with first priority given to UConn events. Tasks shall include review of the current Stadium booking policy and revision as needed. Such booking policy shall include guidelines for rental rates and service fees, booking priorities, periods of availability, use restrictions and other terms and conditions of Stadium availability for events. The booking policy shall also include provision for a limited number of community, charitable and other public service events and shall reflect that the Stadium is an equal opportunity multi-purpose facility with the goal of booking a diverse array of programs catering to an audience representative of the population of Connecticut without discrimination as to language, culture, content, race, nationality, religion, gender or sexual orientation.
- Food Service: Manager shall supervise catering and concessions operations at the Stadium. Tasks include administration of the current Stadium concessions and catering contract with Sodexo Operations, LLC which is set to expire on June 30, 2008. Manager shall assist the State in the selection of a successor concessionaire when such contract expires.

- Media Relations: Manager shall assist the State in answering inquiries of news and entertainment media regarding upcoming Stadium events and arranging for media access to events where allowed. Tasks shall include cooperating and coordinating with broadcast media and providing access to broadcast facilities and hook-ups and other in-house services at the Stadium for use by broadcast media as is customary at comparable facilities.
- Ticketing: Manager shall be responsible for ticketing for public events, including supervision and administration of the current Stadium ticket service contract with Ticketmaster LLC. Manager shall assist the State in the selection of a successor computerized ticket service when such contract expires.
- Event-Related Services: Tasks shall include provision of required equipment, fixtures, markings, sound and lighting systems, communications systems, staging, rigging and other event-specific requirements not otherwise provided by licensee. Manager shall provide all staff, ticket takers, ushers and other patron-related personnel required for event operations, including first-aid, emergency medical, and missing children services, other assistance to patrons generally and to those with disabilities in accordance with the requirements of the ADA.
- Security: Manager shall provide security services during events and at such times when the Stadium is not in use. Tasks shall include cooperating with and assisting appropriate State and local public safety authorities with respect to the planning and implementation of the Stadium Security Plan. Manager shall also be responsible for compliance with all applicable statutes, rules, regulations and orders of the Department of Homeland Security and of the Department of Public Safety applicable to Stadium operations.
- Maintenance: Manager shall be responsible for cleaning, maintenance and repair of the Stadium and grounds, including sweeping, power washing of seats, window cleaning, snow and ice removal, waste removal and recycling, pestmanagement, painting, landscaping and maintenance and repair of all building systems and equipment, including HVAC, mechanical, electrical and plumbing systems, elevators, escalators, etc.. Manager shall also be responsible for maintenance of the playing field and related systems and equipment, as well post-event maintenance of both on-site and off-site parking lots.
- Environmental: Manager shall assist the State with care and preservation of open space on the Stadium site, care and maintenance of bike paths and other public facilities, if any, as may from time to time exist or be established on the Stadium site. Tasks shall include complying with applicable orders or requirements of, or agreements with, the State Department of Environmental Protection regarding use of the Stadium or the Stadium site.
- Parking & Traffic: Manager shall be responsible for administration of the current Stadium parking manager contract with LAZ Parking Ltd. which is set to expire on August 1, 2008. Manager shall assist the State in the selection of a successor parking manager when such contract expires.

Tasks shall also include implementation of the Stadium parking plan and supervision of selected Stadium parking manager. Such parking plan shall include on-site and designated off-site parking for Events, including parking locations, numbers of spaces, hours of operation, vehicle access and circulation, parking shuttle services, arrangements for “tailgating”

(including RV areas, services and rules), signage, staffing, protection of pedestrians, overflow parking plans, emergency and lost car services and similar matters.

Manager shall also assist the State with the transition from the current Stadium parking plan to the permanent parking license agreement referenced in the Background Section.

Manager shall also serve as a member of the Traffic Management Team created to address traffic issues in and around the Stadium during events. The Team is comprised of representatives of the State Departments of Public Safety and Transportation, the East Hartford Police and Fire Departments, the East Hartford Town Engineer, United Technologies, UConn Police, UConn Athletic Department and the State.

- Rules and Regulations: Manager shall review the current Stadium Rules and Regulation and recommend revisions as needed. Such Rules and Regulations shall address prohibited activities, restricted and controlled access to Stadium areas, noise levels for events complying with local noise ordinances, protection of the playing field, rules regulating alcoholic beverages, searches of attendees and contraband, use of seatbacks, conduct of attendees, tailgating, responsibility for loss or damage to the Stadium, use of equipment, security deposits, utilities, telecommunications and broadcasting and other matters customarily covered in rules and regulations governing use of comparable facilities.
- UConn: Under its lease with the State, UConn has certain rights at the Stadium with regard to scheduling of events and use of the facilities, and Manager shall abide by the terms of such lease. Respondents should note that UConn is responsible for all marketing related to its events, as well as ticket, suite and Club Room sales and Manager will not be responsible for such tasks. A copy of the UConn Stadium Lease accompanies this RFQ.
- Neighborhood Relations: Manager shall assist the State in identifying and addressing the concerns of residents in the vicinity of the Stadium and the Town of East Hartford relating to the local impact of events.
- Financial Management: Manager shall be responsible for establishment and maintenance of operating and revenue accounts established for the Stadium, accounts payable and accounts receivable, budget projections, maintenance of financial records, monthly and quarterly reporting to State and cooperation with State Auditors of Public Accounts, as required. Manager shall also assist the State with the annual independent audit of Stadium accounts required under Connecticut General Statutes §32-657(g).
- Administered Agreements: Manager shall act as the State's contract administrator with respect to certain agreements, including the lease which governs UConn use of the Stadium and the Stadium parking agreement with United Technologies, as well as agreements with various cell service providers to lease antenna space at the Stadium.
- Small and Minority Business Utilization: Manager shall assist the State in meeting statutory requirements (Connecticut General Statutes §4a-60g) with respect to the hiring of State-certified small and minority-owned businesses at the Stadium. Tasks shall include quarterly reporting to the State on Stadium utilization of such businesses.

- Other Employment Preferences: Manager shall assist the State in meeting statutory requirements (Connecticut General Statutes §32-656) with respect to available and qualified residents of Hartford and East Hartford, as well as available and qualified members of minorities.
- Website: Manager shall be responsible for maintaining and updating the Rentschler Field Stadium website.
- Inventory: Manager shall be responsible for maintenance of a personal property inventory at the Stadium in accordance with State requirements.
- Other: Manager shall be responsible for any other service or activity incidental to the normal and professional operation of the Stadium or as otherwise requested by the State.

Please note that the State requires that any contract for Stadium Management services be in a form that satisfies the requirements of IRS Procedure 97-13 as it relates to management contracts for facilities financed with tax-exempt bond proceeds. A summary of this Procedure provided by the State's bond counsel appears in Appendix I.

SUBMISSION DEADLINE

The due date for submissions is 3:00 p.m. on Thursday, April 19, 2007. Submissions must be received in the required packaging and labeling at the Office of Policy and Management, 450 Capital Avenue, 5th Floor, MS # 55SEC, Hartford, CT 06106 (ATTN: Sherrill Jacobson) not later than the deadline. Late submissions will not be accepted. The State shall not be responsible for misdirected or lost submissions.

No additions or changes to the original submission will be allowed after submittal. The State reserves the right, at its sole and absolute discretion, to request clarification or amplification of any information submitted under RFQ process. The State, at its sole and absolute discretion, may allow respondents the opportunity to submit any missing information. Any costs or expenses associated with such requests shall be the sole responsibility of the respondent.

RFQ PROCEDURES

A. **Official State Contact.** The State contact person for the purposes of this RFQ is:

Sherrill Jacobson
Office of Policy and Management
450 Capitol Avenue, 5th Floor, MS # 55SEC
Hartford, Connecticut 06106
Telephone: (860) 418-6363
Fax: (860) 418-6487
Email: sherrill.jacobson@po.state.ct.us

All communications with the State regarding this RFQ must be directed to the Official State Contact.

B. **Respondent's Authorized Representative.** Respondents must designate an authorized representative and provide his/her name, title, address, telephone and fax numbers, email address and normal working hours. This information must be submitted to the Official State Contact with the RFQ submission.

C. **Communications Notice.** All communications with the State or any person representing the State concerning this RFQ are strictly prohibited, except as permitted by this RFQ. Any violation of this prohibition by respondents or their representatives may result in disqualification or other sanctions, or both.

D. **Inquiry Procedures.** All questions regarding this RFQ and submission requirements must be directed, in writing, to the Official State Contact by **3:00 p.m. on Monday, April 16, 2007.** Respondents are required to limit their contact regarding this RFQ to the person named herein. On **Tuesday, April 17, 2007,** written responses to all questions received will be posted to the Office of Policy and Management (OPM) website at <http://www.opm.state.ct.us/RFQs.htm>.

Any amendments to this RFQ will also be posted on the OPM website and respondents are advised to periodically check the site.

E. **Packaging and Labeling Requirements.** All submissions must be delivered in sealed envelopes or packages. All submissions must be addressed to the Official State Contact. The name and address of the respondent must appear in the upper left hand corner of the envelope or package. An original (clearly identified as such) and five (5) copies of the submission must be delivered. The submission must be signed by the respondent. Unsigned submissions will be rejected. Submissions transmitted by facsimile may not be accepted or reviewed.

F. **Submissions Due.** An original and five (5) copies must be received no later than 3:00 p.m. on **Thursday, April 19, 2007.**

G. Minimum Submission Requirements. At a minimum, submissions must (1) be submitted before the deadline, (2) satisfy the packaging and labeling requirements, (3) follow the required format, (4) be complete, (5) include all required forms, and (6) be duly executed. Submissions that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

H. Pre-Qualification Committee. A Pre-Qualification Committee will evaluate qualified submissions offered in response to this RFQ and recommend one or more finalists for competitive negotiation. The Pre-Qualification Committee shall evaluate all submissions that meet Minimum Submission Requirements.

I. Competitive Negotiation and Selection. It is the State's intention to notify finalists on Monday, April 23, 2007 and to initiate competitive negotiation with such firm(s) beginning on Wednesday, April 25 and Thursday, April 26, 2007. Following competitive negotiation, one firm will be selected to provide Stadium Management services under the terms of a Qualified Management Contract.

J. Timeline. The following timeline, up to and including the deadline for offering submissions, shall be changed only by amendment to this RFQ. Dates after the submittal deadline are target dates only. Respondents should periodically check the OPM website (<http://www.opm.state.ct.us/RFQs.htm>.) for any changes to this schedule.

April 11, 2007	RFQ Released
April 16, 2007	Deadline for Submittal of Questions and Requests for Clarifications
April 17, 2007	Written Answers to Questions Released
April 19, 2007	Submissions Due by 3:00 p.m.
April 23, 2007	Notification of Finalists
April 25 and 26, 2007	Start of Competitive Negotiation

The State recognizes that this is an aggressive schedule; however, time is of the essence in order to meet Stadium operational obligations.

RFQ CONDITIONS

All respondents must be willing to adhere to the following conditions and must positively state this in the submission by completing the OPM Vendor Profile Sheet (OPM-A-15, MAR-07).

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All submissions in response to this RFQ are to be the sole property of the State. Respondents are encouraged **NOT** to include in their submissions any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a “trade secret,” as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the submission and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the respondent indicates that certain documentation, as required by this RFQ, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the respondent submitting the information requests confidentiality, then the information generally is considered to be “given in confidence.” A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the respondent and shall accompany the submission. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the respondent that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFQ is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFQ will ultimately be determined by the State.

- E. The respondent's submission shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.
- G. The State may amend or cancel this RFQ or modify the schedule, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered.
- H. The State retains the right to choose more than one respondent to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all respondents and to republish the RFQ.
- I. Any costs and expenses incurred by respondents in preparing or submitting submissions are the sole responsibility of the respondent.
- J. A respondent must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.
- K. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by the State at the respondent's sole cost and expense.
- L. Respondents may be asked to give demonstrations, interviews, presentations or further explanation to the RFQ Selection Committee.
- M. The respondent represents and warrants that the submission is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The respondent further represents and warrants that they did not participate in any part of the RFQ development process, had no knowledge of the specific contents of the RFQ prior to its issuance, and that no agent, representative or employee of the State participated directly in the respondent's submission preparation.
- N. All responses to the RFQ must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFQ may be considered appropriate cause for rejection of the response.
- O. The respondent accepts the State's Standard Contract Language. A copy of such language accompanies this RFQ.

- P. This RFQ is not an offer and neither this RFQ nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the State. The contract may be amended only by means of a written instrument signed by the State and the respondent.
- Q. Pursuant to Connecticut General Statutes § 4a-81, bids or submissions for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or submission. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "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) contacting, 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, 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 general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.
- R. Pursuant to Connecticut General Statutes § 1-101qq, bids or submissions for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such respondent have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Pursuant to Connecticut General Statutes § 1-101qq, the respondent shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The respondent shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The respondent shall supply such affirmations to OPM promptly.

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

REQUIRED FORMAT FOR SUBMISSIONS

All submissions must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

Section 1 – Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization and sequence for this submission as required.

Section 2 – Respondent Information

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas, however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time.

- a. OPM Vendor Profile Form Sheet (OPM-A-15, MAR-07)
- b. Agency Vendor Form (SP-26NB)
- c. Taxpayer Identification Number and Certification Form (W-9)
- d. Contract Compliance Package
 - Notification to Bidders Form
 - Bidder Contract Compliance Monitoring Report

Section 3 – Organizational Profile

- a. Qualifications. Describe how your experience or special knowledge, skills or abilities meet the State's Stadium Management needs as outlined in this RFQ.
- b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the respondent currently provides management services or has provided management services within the last five years. Additionally, provide detailed information on the type of facility, annual attendance, scope of services provided, and range of events booked.
- c. Organization Chart. If the respondent is a firm or corporation, provide a diagram showing the hierarchical structure of functions and positions within the organization.
- d. Financial Condition. If the respondent is a firm or corporation, include the two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than two (2) years, such respondent must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

Financial statements are only required if the respondent is required to file such statements with the Connecticut Secretary of State. If a respondent is not required to file a financial statement with the the Secretary of State, they state that in their submittal, otherwise an audited statement will be expected.

- e. References. Include the names of three (3) references who have contracted with the respondent for Stadium Management services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Section 4 – Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see Appendix V).

Section 5 – Affidavits (Consulting Agreements and Summary of State Ethics Laws)

Please submit: a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or submission; and
an **Acknowledgement** affirming (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

Copies of the Consulting Agreement Affidavit (Form 5) and the State Ethics Affirmation (Form 6A) are found in the Appendix section of this RFQ.

Section 6 – Additional Data

Provide any additional information which the respondent wishes to bring to the attention of the State that is relevant to this RFQ.

EVALUATION OF SUBMISSIONS

A Pre-Qualification Committee will evaluate submissions offered in response to this RFQ and recommend finalists for consideration. The Pre-Qualification Committee shall evaluate all submissions that meet the Minimum Submission Requirements.

The following criteria shall be those utilized in the selection process. They are presented as a guide for the respondent in understanding the State's requirements and expectations for this project and are not necessarily presented in order of importance.

1. **EXPERIENCE, EXPERTISE, AND CAPABILITIES.** Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed.

2. **REFERENCES**

3. **DEMONSTRATED COMMITMENT TO AFFIRMATIVE ACTION**

Regulations of Connecticut State Agencies Section 46a-68j-30(1) require an agency to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) the respondent's success in implementing an affirmative action plan;
- (b) the respondent'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 respondent's promise to develop and implement a successful affirmative action plan;
- (d) the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Contract Compliance Package).

COMPETITIVE NEGOTIATION

Firms recommended by the Pre-Qualification Committee for competitive negotiation are expected to meet with representatives of the State beginning on **April 25 and April 26, 2007**. Firms should be prepared to discuss the following:

- (a) Proposed management transition plan for Rentschler Field
- (b) Operational approach
- (c) Short-term goals
- (d) Long-Term vision
- (e) Value-added services to supplement required scope of services
- (f) Contractual considerations, and
- (g) Financial requirements

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all submittals in whole or in part for misrepresentation or if the respondent is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the RFQ. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State would be served.

The State reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial respondent is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the respondent.

Appendix I



SQUIRE, SANDERS & DEMPSEY L.L.P.

MEMORANDUM

Revised IRS Guidelines Applicable to Management Contracts Involving Use of Bond-Financed Facilities

In 1997, the Internal Revenue Service (“IRS”) issued final regulations regarding the private business use of tax-exempt bond proceeds and bond-financed facilities. The final regulations generally apply to bonds issued on or after May 16, 1997.¹ The IRS also released Rev. Proc. 97-13 setting forth conditions under which management and other service contracts involving the use of bond-financed facilities will be treated as not giving rise to private business use of such facilities. Rev. Proc. 97-13 is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after May 16, 1997.²

In July 2001, the IRS released Rev. Proc. 2001-39 modifying and clarifying Rev. Proc. 97-13 effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after July 19, 2001. In addition, an issuer may apply Rev. Proc. 2001-39 to any management contract entered into prior to July 9, 2001.

Management contracts may result in private business use.

Depending on the terms, a contract under which a private person provides management or other services to a governmental unit or a Section 501(c)(3) organization (or a contract that provides for an incentive payment) involving all or a portion of a bond-financed facility (hereinafter referred to as a “management contract”) may result in private business use of that facility. Private business use of a bond-financed facility may preclude, or result in the loss of, tax-exempt status for interest on the bonds issued to finance the facility. Regs. § 1.141-3(b)(4)(i).

As under prior rules, a management contract generally will result in private business use if the contract provides for compensation based, in whole or in part, on a share of net profits from the operation of a bond-financed facility. Regs. § 1.141-3(b)(4)(i).

¹ In addition, the final regulations may be applied in whole, or the management contract provisions alone may be applied, to bonds issued before May 16, 1997.

² In addition, an issuer may apply Rev. Proc. 97-13 to any management contract entered into prior to May 16, 1997 without regard to whether the issuer also elects to apply the final regulations provisions relating to management contracts retroactivity to existing bonds.

Certain arrangements treated as not giving rise to private business use.

The final regulations provide that the following types of arrangements generally will not be treated as management contracts that give rise to private business use:

1. Contracts for services that are solely incidental to the primary governmental function or functions of a financed facility (for example, contracts for janitorial, office equipment repair, hospital billing, or similar services);
2. The mere granting of admitting privileges by a hospital to a doctor, even if these privileges are conditioned on the provision of de minimis services, if those privileges are available to all qualified physicians in the area, consistent with the size and nature of the hospital facilities;
3. A contract to provide for the operation of a facility or system that consists predominantly of public utility property if the only compensation is the reimbursement of actual and direct expenses of the service provider and reasonable administrative overhead expenses of the service provider;
4. A contract to provide services if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties. Regs. § 1.141-3(b)(4)(iii).

IRS Guidelines Applicable to Management Contracts
Rev. Proc. 97-13, as mod. by Rev. Proc. 2001-39 (hereinafter, "Rev. Proc. 97-13")

1. ***Permissible compensation arrangements that do not result in private business use.***
 - a. **15-year term -- 95% periodic fixed fee.** At least 95% of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee, and the term of the contract, including all renewal options, does not exceed the lesser of (i) 80% of the reasonably expected useful life of the financed property, and (ii) 15 years. A one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached does not cause the compensation to be other than periodic and fixed if that award is equal to a single, stated dollar amount. Section 5.03(1).

"Periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time, for example, a stated dollar amount per month. The stated dollar amount may automatically increase according to a specified, objective, external standard (such as the Consumer Price Index) that is not linked to the output or efficiency of a facility.

For purposes of the Rev. Proc. 97-13 guidelines, a contract term includes all periods covered by ***renewal options***. "Renewal option" means a provision under which the service provider has a legally enforceable right to renew the contract. A provision under which a contract is automatically renewed for one-year periods

absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

- b. **10-year term -- 80% periodic fixed fee.** At least 80% of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee, and the term of the contract, including renewal options, does not exceed the lesser of (i) 80% of the reasonably expected useful life of the financed property, and (ii) 10 years. The one-time incentive award exception described above also applies to this type of compensation arrangement. Section 5.03(2).
- c. **20-year term for certain public utility property.** If all of the bond-financed property subject to the contract is a facility or system consisting of predominantly public utility property,³ then “20 years” is substituted for “15 years” and “10 years,” respectively, for arrangements described above in paragraphs a and b. Section 5.03(3).
- d. **5-year term, cancellable after 3d year -- 50% periodic fixed fee, 100% capitation, or combination of capitation and periodic fixed fee.** (i) At least 50% of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee, or (ii) all of the compensation is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the contract, including all renewal options, does not exceed 5 years, and the contract is terminable without penalty or cause at the end of the third year of the contract term. Section 5.03(4).

“*Capitation fee*” means a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially. A capitation fee may include a variable component of up to 20% of the total capitation fee designed to protect the service provider against risks such as catastrophic loss. A fixed periodic amount may include an automatic increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

- e. **3-year term, cancellable after 2d year -- 100% per-unit fee or combination of per-unit and periodic fixed fee.** All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the contract, including all renewal options, does not exceed 3 years and the contract is terminable by the qualified user on reasonable notice without penalty or cause at the end of the second year of the contract term. Section 5.03(5).

³ E.g., electrical energy, water, or sewage disposal services, gas or steam through a local distribution system, telephone or other communication services furnished or sold by COMSAT or the transportation of gas or steam by pipeline, if the rates in all cases have been established or approved by a State or political subdivision thereof, an agency or instrumentality of the United States or by a public service or public utility commission or other similar body of any State or political subdivision thereof. Internal Revenue Code § 168(i)(10).

“Per-unit fee” means a fee based on a unit of service that is specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the Medicare program, or the qualified user (i.e., the governmental unit or 501(c)(3) organization). Examples of per-unit fees include a stated dollar amount for each specified medical procedure performed, car parked, or passenger mile. A fee that is a stated dollar amount specified in the contract does not fail to be a per-unit fee as a result of a provision under which the fee may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

- f. **2-year term, cancellable after 1st year -- 100% percentage of fees charged or combination of per-unit fee and percentage of revenues or expenses.** All the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenues or expenses (but not both), the term of the contract, including renewal options, does not exceed 2 years and the contract is terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the first year of the contract term. This safe harbor applies only to contracts under which the service provider primarily provides services to third parties and management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of annual gross revenues and expenses. Section 5.03(6).

Penalties for terminating a contract include a limitation on the qualified user’s right to compete with the service provider, a requirement that the qualified user purchase equipment, goods, or services from the service provider; and a requirement that the qualified user pay liquidated damages for cancellation of the contract. On the other hand, contract penalties generally do not include a requirement effective on cancellation that the qualified user reimburse the service provider for ordinary and necessary expenses or restrictions that prevent the qualified user from hiring key personnel of the service provider.

A contract termination penalty can be created by another contract between the service provider and the qualified user, such as a loan or guarantee by the service provider, if that contract contains terms that are not customary or arm’s-length that could operate to prevent the qualified user from terminating the management contract (for example, provisions under which the other contract terminates if the management contract is terminated or that place substantial restrictions on the selection of a substitute service provider). Section 3.04.

2. ***For all management contracts, compensation must be reasonable and not based, in whole or in part, on net profits.*** A management contract must provide for reasonable compensation for services rendered, with no compensation based, in whole or in part, on a share of net profits from the operation of the bond-financed facility. Section 5.02(1). A productivity reward equal to a stated dollar amount based on increases or decreases in gross revenues (or adjusted gross revenues) or reductions in

total expenses (but not both increases in gross or adjusted gross revenues and reduction in total expenses) in any annual period during the term of the contract generally does not cause the compensation to be based on a share of net profits. Section 5.02(3).

Reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties is not by itself treated as compensation to the service provider. Section 5.02(1).

3. *No circumstances that substantially limit the qualified user's exercise of its contract rights.*

a. *In general*, the service provider must have no role or relationship with the qualified user that, in effect, substantially limits the qualified user's ability to exercise its rights, including cancellation rights, under the contract. Section 5.04(1).

b. *Safe harbor*. The above described requirement is satisfied if:

- (i) Not more than 20% of the voting power of the governing body of the qualified user in the aggregate is vested in the service provider and its directors, officers, shareholders and employees;
- (ii) Overlapping board members do not include the chief executive officers of the service provider or its governing body or the qualified user or its governing body; and
- (iii) The qualified user and the service provider are not related parties. Section 5.04(2).

Squire, Sanders & Dempsey L.L.P.

(Rev. June 2002)

Appendix III – Form 6A
STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf, (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City State Zip

Federal Employer Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Conn. Gen. Stat. § 1-101qq.
Revised 4/4/07

Appendix IV

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being

awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

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

Appendix V – Conflict of Interest Statute

CT General Statutes - Sec. 1-85. (Formerly Sec. 1-68). Interest in conflict with discharge of duties. A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

(1971, P.A. 822, S. 3; P.A. 77-600, S. 7, 15; P.A. 84-546, S. 142, 173; P.A. 89-97, S. 5, 7.)

History: P.A. 77-600 changed "person subject to this chapter" to "public official or state employee"; in 1979 Sec. 1-68 transferred to Sec. 1-85; P.A. 84-546 made technical change; P.A. 89-97 amended section to specify applicability to elected state officials, state employees, their spouses and dependent children and businesses with which they are associated and to prohibit an official or employee who has substantial conflict from taking official action on the matter.

Cited. 229 C. 479, 494.

OPM VENDOR/BIDDER PROFILE SHEET

(Form OPM-A-15, MAR-07)

Subject of RFP	Submission Due	Division	Date Issued
Stadium Management Services for Rentschler Field	April 19, 2007	Office of the Secretary	April 11, 2007

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)

AFFIRMATION OF VENDOR/BIDDER

The undersigned Vendor/Bidder affirms and declares:

- 1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP.
 YES NO
- 2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.
 YES NO
- 3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.
 YES NO
- 4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.
 YES NO

ACKNOWLEDGEMENT OF VENDOR/BIDDER

With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

YES NO

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

IF VENDOR/BIDDER IS A CORPORATION

What is the authority of signator to bind the Vendor/Bidder contractually?

Corporate Resolution Corporate By Laws Other **(Please provide a written copy.)**

Is your business income reportable to the IRS? Yes No

Are you a minority owned business? Yes No
 Women Owned Black Hispanic
 Black & Hispanic Aleutian & Eskimo
 American Indian Asian

LEASE AGREEMENT

Between the

THE STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT

and

THE UNIVERSITY OF CONNECTICUT

Dated as of
August 29, 2003

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LIST OF EXHIBITS

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Exhibit C	Schedule of 2003 Regular Season Football Team Home Games
Exhibit D	Attendance Benchmarks
Exhibit E	List of Exclusive Rights Granted by Landlord
Exhibit F	List of Title Instruments

INDENTURE OF LEASE

This Indenture of Lease (this "**Lease**") made and entered into as of the 29th day of August 2003, by and between THE STATE OF CONNECTICUT acting by and through the Secretary of the Office of Policy and Management, having an office at 450 Capitol Avenue, Hartford, Connecticut 06106-1308 (hereinafter the "**Landlord**"), and THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education, having an office at 2095 Hillside Road, Storrs, Connecticut 06269-3078 (hereinafter the "**Tenant**").

WITNESSETH THAT:

The following are facts relevant to the execution of this Indenture of Lease:

A. In a letter to the Governor of the State of Connecticut dated November 10, 1999, (the "**Letter**"), United Technologies Corporation ("**UTC**") proposed to donate 75 acres of property located at Rentschler Field in East Hartford, Connecticut in order to enable the State of Connecticut to construct and operate a first-class stadium facility (the "**Stadium**") suitable for a variety of events, including University of Connecticut ("**UConn**") Division I-A college football.

B. On March 3, 2000, the Governor filed with the General Assembly the Master Development Plan relating to the development of the Adriaen's Landing project in downtown Hartford and the Stadium at Rentschler Field in East Hartford, Connecticut.

C. On May 2, 2000, the General Assembly enacted and the Governor signed Public Act 00-140 an Act Implementing the Master Development Plan for The Adriaen's Landing Project and the Stadium at Rentschler Field Project, validating the Master Development Plan and authorizing the State to

proceed with the acquisition of the sites and the development of a stadium as contemplated by the Master Development Plan.

D. In a Donation Acceptance and Acquisition Agreement (the "**Donation Agreement**") dated as of August 1, 2000 and by and between the State and UTC, Landlord accepted and acquired a fee simple interest to seventy-five (75) acres of land from UTC.

E. Pursuant to Title 32 Chapter 588z, Section 32-650, et seq. of the Connecticut General Statutes, as revised (the "**Act**"), the State is authorized to and has commenced the construction of the Stadium Facility on the Stadium Facility Site, all of which are hereinafter referred to as the "**Rentschler Field Stadium**" or "**Stadium**".

F. Tenant is a member of the State system of public education pursuant to Connecticut General Statutes Section 10a-1. Tenant desires to play its Division I-A football team ("**Football Team**") games at Rentschler Field Stadium in East Hartford, Connecticut.

G. The Tenant is desirous of leasing that portion of Rentschler Field Stadium together with appurtenant rights to Rentschler Field Stadium parking ("**Stadium Site**") for the presentation of a variety of Tenant athletic events, including but not limited to all UConn Division I-A regular and pre-season football home games, commencing in 2003 and other Tenant athletic events during the term of this Lease;

H. Pursuant to C.G.S. §§ 32-651(10), 32-655 and 656 Landlord has engaged and contracted with a stadium facility manager, Madison Square Garden CT, LLC (the "**Manager**") to provide overall management services with respect to the stadium facility;

I. The Landlord is agreeable to the leasing of Rentschler Field Stadium to the Tenant for the presentation of a variety of Tenant events; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the Lease, the promises and other mutual covenants and agreements herein contained and other valuable consideration, the parties hereto agree as follows:

Article 1 LEASE.

~~Landlord leases to Tenant and Tenant hires and rents from the Landlord Rentschler Field~~ Stadium, the Stadium Site and the areas described in Article 4 of this Lease, during those times hereinafter specified during the Term (as defined in Article 2 of this Lease), and subject to the conditions hereinafter set forth, for the presentation and performance of Tenant NCAA Division I-A home football games ("**Home Football Games**") by the Football Team and/or other Tenant events, approved by Landlord and Manager ("**Other Tenant Events**"), (collectively "**Tenant Events**"). For purposes of this Lease, Tenant Events means with respect to a Contract Year (i) all home football games of the Tenant during such Contract Year and (ii) the first [n] of other Tenant events, approved by Landlord and Manager, held at the Stadium during such Contract Year pursuant to this Lease. For purposes of this definition: "n" shall be the number determined by subtracting the number of home football games of the Tenant in such Contract Year from the number 10; "**Other Tenant Events**" shall mean non-home football Tenant events approved by Landlord and Manager including but not limited to NCAA-sanctioned sporting events, other than home football games, in which a Tenant team is a participant (excluding games which, although a Tenant team is a participant, are in the nature of playoff, tournament or championship games as to which a party other than Tenant (*e.g.* the NCAA or a conference) holds the rights); and "**Home Football Games**" means all NCAA-sanctioned football games at the Stadium in which the Tenant's football team participates, other than pre-season exhibition games or intrasquad

scrimmages, but may also include "exempt games" played at the Stadium by Tenant (e.g., additional scheduled home games approved by the NCAA that are part of the home season ticket package).

Article 2 **TERM.**

The term of this Lease shall commence on the date hereof (the "**Commencement Date**") and expire on June 30, 2023 (the "**Term**"), subject to re-opening in years one (1), three (3), six (6), nine (9), twelve (12), fifteen (15), and eighteen (18) with respect to any and all financial terms of the Lease as more fully described and set forth in Articles 5, 6 and 7. Landlord and Tenant recognize and acknowledge that the Stadium must be financially self-supporting and must be managed and operated so as to avoid any operating deficit, and that, with the exception of limited number of community events, Non-Tenant Events will not be booked at the Stadium unless they are projected to return a profit to Landlord. Landlord and Tenant agree to meet as necessary to address any actual or projected operating deficit and to discuss and decide upon appropriate remedial action. If overall Stadium operations result in a cumulative operating deficit and effective remedial action is not otherwise agreed upon by Landlord and Tenant, the financial terms set forth in Articles 5, 6 and 7 shall be immediately reopened and an additional Attendance Surcharge shall be imposed as defined and described in Article 7. For purposes hereof, a "cumulative operating deficit" shall exist whenever Landlord reasonably determines that actual and projected Stadium operating expenses exceed actual and projected Stadium operating revenues for the same period (including expenses and revenues of Tenant Events and Non-Tenants Events as well as base operating expenses), and for this purpose operating expenses shall include funding of \$150,000 in the first year of Stadium operations and of an additional \$60,000 in each subsequent year of Stadium operations for the purpose of field replacement and other repair or replacement of Stadium facilities or equipment. If funding from such contingencies proves to be inadequate, Landlord and Tenant shall attempt to reach agreement on reasonable and appropriate increases in such funding, including the possibility that Tenant

might advance funds for certain repairs and replacement subject to reimbursement by Landlord from monies thereafter available to Landlord for that purpose from Stadium operations or other sources. In addition, Landlord and Tenant agree that the financial terms of this Lease shall be immediately re-opened should any agreement entered into by Tenant not comply with the private activity requirements of the Internal Revenue Code of 1986 and Section 141(b) of the Code. Ancillary revenue agreements of the Tenant must be approved by the Landlord in advance of execution, to ensure compliance with the Code. All such ancillary agreements of Tenant must detail revenue generated specifically at Rentschler Field Stadium.

Landlord, Tenant and Manager shall meet at regularly scheduled times as mutually agreed upon, to review those charges included in Operating Expenses. As a result of such meetings, Tenant recommendations regarding adjustments to charges representing Operating Expenses shall be duly considered by Landlord and Manager. Landlord and Manager are under no obligation to implement any recommended adjustments that may, in the opinion of Landlord and Manager, adversely affect Manager's ability to fulfill the requirements of the Stadium Management Agreement and/or the Catering and Concessions Management Agreement.

Furthermore, Landlord, Tenant and Manager shall meet annually at mutually agreed upon times during the period of April 1st to May 15th to discuss the subject of re-opening this Lease.

Article 3 USE.

A. Landlord hereby acknowledges and consents to the following use by Tenant:

1. Football Team. Rentschler Field Stadium and the Stadium Site demised to Tenant by this Lease are to be used by the Tenant for the presentation and playing of NCAA Division I-A Home Football Games by the Football Team. For the purpose of payment of Rent by Tenant, Tenant's Home Football Games shall be deemed to include both Home and visiting team(s)

practice sessions played the day, beginning at 8:00 a.m., immediately preceding the Home Football Game. Tenant Home Football Games include all home games. Tenant covenants and agrees to play all of its Home Football Games during the Term at the Premises and not in any other facility.

2. Other Tenant Events. Tenant may also use Rentschler Field Site for the presentation and performance of other Tenant athletic games approved by the Landlord, including practice games of the Football Team, not included in Home Football Games above. Such approval shall consider but not be limited to Rentschler Field Stadium's ability to accommodate the event, security, financial and profitability concerns, weather, estimated gate attendance, other event scheduling and the ultimate financial viability of each event.
3. Tenant Events. Tenant agrees that for each calendar year, Tenant shall schedule a number of Tenant Events that, when the number of Home Football Games and Other Tenant Events are added together, the number totals ten (10) events. Notwithstanding Article 1 and for the purpose of defining how Tenant may arrive at the required ten (10) events only, (i) Tenant may also count approved NCAA sanctioned sporting event(s), which Landlord and Manager have consented to, other than home football games, where Tenant is responsible for the approval and cooperation in obtaining playoff, tournament or championship games as to which a party other than Tenant (e.g. the NCAA of a conference) holds the rights, and (ii) one event shall be deemed to be athletic contest(s) held on a single day for which a single ticket per attendee is purchased. Other NCAA athletic events requiring Tenant's approval and cooperation with the NCAA and/or other controlling governing league authority shall not be deemed or considered as other Tenant Events for purposes of rent and revenue allocation as defined in Article 7 herein and shall be treated as Non-Tenant Events for purposes of expenses and revenue allocation. If

Tenant fails to hold the mandatory minimum of ten (10) events per year at the stadium, Tenant shall be charged \$10,000.00 for each event below the ten (10) event minimum.

4. Public Address System. Tenant shall have the exclusive right, without additional charge, except for the cost of Excluded Personnel, to use Rentschler Field Stadium's audio public address system during Tenant Events and to stage intermission entertainment or other entertainment and promotions in connection with such Tenant Events, as the Tenant deems appropriate. Landlord shall have the right to promote Non-Tenant Events, during Tenant Events; such use shall not exceed twelve (12) video announcements for any single event, provided such video monitors are available during the event. If such monitors are not available during said event, then Landlord shall not exceed twelve (12) audio announcements for any single event. Tenant shall cooperate with Landlord, in reasonable manner, in coordinating the promotion of such other events.
5. Landlord's Use. Notwithstanding Article 3(1), (2) and (3), Landlord expressly reserves the right to use Rentschler Field Site and shall schedule and make use of Rentschler Field Site on dates not scheduled for Tenant Events.
6. Parking. Except as provided for in Article 4, tenant has non-exclusive use, in common with others, of the Stadium Site parking. Landlord will undertake to assure Tenant's use of parking spaces for Tenant Events at least four (4) hours prior to and two (2) hours after each Tenant Event, unless Landlord and Manager deem it necessary to alter such times for security and safety concerns, at parking rates decided by Landlord.

Article 4 PREMISES.

a. Upon confirmation by the Manager of the availability of the Rentschler Field Site for each Tenant Event, Landlord hereby leases to Tenant, for the lease term provided in Article 2 hereof, those premises and facilities within Rentschler Field Site (collectively, the "**Premises**"), as follows:

1. Stadium Facilities. For each Tenant Event the Landlord shall make available exclusively to the Tenant, Rentschler Field Stadium prepared for Division I-A college football (or, in the case of Other Tenant Event, prepared pursuant to all terms set forth herein), including all available spectator seating (provided that, depending on attendance levels, certain sections of Stadium Facility seating may be closed for certain Tenant Events, as agreed by Tenant and Landlord), in accordance with the seating plan attached hereto and marked Exhibit A, (inclusive of any seats in Suites or Stadium Club hereinafter defined and as shown on Exhibits A-1 and A-3a hereto, respectively), and accessory facilities constituting a part thereof, including but not limited to:

- A. The field playing surface, having dimensions required by the NCAA and being free and clear of any unauthorized equipment;
- B. Press box, broadcast facilities and press lounge;
- C. Rentschler Field Stadium area and passageway, excluding administrative and service areas;
- D. Radio and television broadcast space;
- E. Separate locker rooms for visiting teams, women players and for game officials;
- F. Tent plot designated areas;
- G. Areas for "kiosk" sale of novelties by Tenant; and
- H. All other facilities and areas of Rentschler Field Site which are necessary for the production of Home Football Games (or Other Tenant Events, as applicable) and to which the public

normally would be given access in the course of a Home Football Game (or Other Tenant Event, as applicable).

Landlord agrees that, except in cases of emergency or as may be required to comply with applicable public health or safety requirements, there shall be no reduction in the number of available spectator seats during the football season and no reduction of available spectator seating below thirty-five thousand (35,000) at any time during the term of this Lease. If, in connection with repairs, replacement, renovation or for other good cause, Landlord determines that it is necessary to permanently reduce available spectator seating by more than two percent (2%) (but not below thirty-five thousand (35,000)), there shall be an immediate reopener of the financial terms of this Lease for the purpose of addressing the financial effects of such reduction.

2. Stadium Playing Field Surface. For purposes of this Lease, Tenant expressly acknowledges and agrees that Rentschler Field Stadium field-playing surface, as built, fully complies with all NCAA and/or governing league requirements and that Landlord is not responsible for any enlargements or other material alterations to said surface.

3. Suites. Tenant shall have the right during the term of this Lease and any extensions and/or renewals thereof for Tenant Events to the exclusive use of thirty eight (38) Suites as shown on Exhibit A-3 (the "Suites"), together with all rights of ingress, egress and passage through Rentschler Field Stadium, including specifically elevators and access ways. Notwithstanding the foregoing, Landlord or the Manager shall provide the Suites with food and beverage service, staffing and related amenities, at prices established by Landlord or Manager, including overhead or profit charged by Landlord as to such food and beverage service and staffing. Tenant or Suite licensees shall also pay a service charge of 18% with an optional gratuity to the extent required

by any applicable collective bargaining agreement or by any applicable employment policy or agreement.

4. Parking Facilities. Landlord shall make available to Tenant:

- A. Landlord agrees to provide reserved parking areas for twelve (12) team(s), coaching/trainer staff(s), band(s) and cheerleader squad(s) buses at a location to be agreed upon under a separate letter agreement between Landlord and Tenant. Such separate letter agreement may be modified from time to time.
- B. Landlord agrees to provide up to 350 complimentary parking spaces for each Tenant Event at locations agreed upon under a separate letter agreement between Landlord and Tenant. Such separate letter agreement may be modified from time to time. Such spaces are for the use of the Tenant at the Tenant's discretion, provided such spaces are not resold. Landlord agrees to notify Tenant in writing of the location of such spaces prior to the start of the first Home Football Game.
- C. Landlord agrees to provide up to 600 additional parking spaces at a 20% discount of the price determined by Landlord and/or Manager.
- D. Landlord in consultation with Manager agrees to provide parking area space for Tenant to use for fan appreciation festivities. Such location shall be agreed upon under a separate letter agreement between Landlord and Tenant. Such separate letter agreement may be modified from time to time. Notwithstanding the above, Landlord shall not provide fan appreciation parking that may have a detrimental impact on the Stadium's needs. Expenses incurred by Landlord and/or Manager in the setup and/or takedown of the fan appreciation zone shall be borne fully by the Tenant.

5. Permanent Facilities. At all times during the term of this Lease, the Landlord shall make available to the Tenant, exclusively, the following areas (collectively, the "**Tenant's Exclusive Use Areas**"):

- A. The Football Team Dressing Room, including, without limitation, the Football Team locker rooms, showers, toilets, coach's office, trainer's room, equipment storage room and all other rooms utilized for coaches and trainers.
- B. Storage space within the Football Team training room for the purpose or storage of miscellaneous property in connection with a home game day.
- C. Except in case of an emergency or for necessary maintenance, Landlord agrees that neither Landlord nor Manager shall have access to the Tenant and/or visiting team's locker areas for the period beginning at 8:00 a.m. on the day immediately preceding a Tenant Event and ending two (2) hours after the conclusion of event activities, without the express consent of Tenant. Landlord shall install the necessary hardware to the door and doorframe/wall of such locker areas. Furthermore, Landlord shall allow the Tenant and/or visiting team to place padlocks on such hardware during the period beginning at 8:00 a.m. on the day immediately preceding the Tenant Event and ending two (2) hours after the conclusion of event activities. Notwithstanding the foregoing, Manager and Tenant may mutually consent to allow Tenant to place padlocks on such hardware during any agreed upon period.
- D. Upon request of Landlord, Tenant shall make available the use of all locker rooms during times other than those scheduled in accordance with Article 5. 1., for the use of Non-Tenant Events if needed for the purpose of such Non-Tenant Event.

6. Rights Appurtenant to the Premises.

- A. Incident to the Premises demised by this Lease, and Tenant's use thereof, Landlord agrees that Tenant, its officers, employees and agents, shall have reasonable access to Rentschler Field Stadium, to be provided by the Landlord or Manager upon reasonable notification by Tenant and subject to the availability of the Premises. Such access shall not conflict with other Non-Tenant Events at the Stadium.
- B. Tenant may permit access to Rentschler Field Site during practice sessions by accredited representatives of the news media not to exceed the occupancy capacity of the tower.
- C. In all events, personnel handling the Football Team or visiting teams' equipment shall be provided access at mutually agreed upon times and at times of Home Football Games and Tenant's practice sessions, however, Tenant shall be charged for all associated expenses in accessing the Stadium Tower if accessed.

Without limiting the generality of the preceding provisions, Tenant, its officers, employees, contractors, licensees, ticket-holders and invitees, shall have the further appurtenant rights, as follows:

- i. Non-exclusive use, in common with others entitled thereto, of the lobbies, hallways, stairways and elevators of the Stadium Facility; and
- ii. Having expressly reserved the space within Rentschler Field Stadium used as physical concession facilities for the sale of food and beverages, Landlord agrees to provide, or cause to be provided, food, drink and refreshment from concession booths and other facilities within Rentschler Field Stadium and by itinerant Stadium concession vendors moving among spectators, on the day of each Tenant Event. Landlord agrees that none of the concession facilities will adversely interfere with the seating of

spectators or the view of spectators and that concession vendors moving among spectators will not unreasonably interfere with seating and views of spectators.

b. Expressly excluded, however, from the Premises are all of the following:

1. The space within Rentschler Field Stadium used as physical concession facilities for the sale of food and beverages;
2. All kitchens, closets, rooms and other areas appurtenant thereto and/or used in connection therewith so long as same are not inconsistent with the provisions of Article 2 above in a manner which would inhibit Tenant's access to the Premises; and
3. All Administrative and passageway areas of the Stadium Facility.

Article 5 SCHEDULING OF TENANT EVENTS.

1. Home Football Games:

- a. With respect to the 2003 Football season, Landlord and Tenant shall immediately consult in order to submit sufficient dates to the NCAA or other governing bodies to formulate a schedule of six (6) Home Football Games. Tenant shall be entitled to submit any dates of its choosing, subject only to conflicts with events currently scheduled for Rentschler Field Stadium, and such dates shall be irrevocably held for Tenant until publication of the final football schedule for such season. Parties acknowledge that they have agreed upon the 2003 football schedule.
- b. With respect to all remaining seasons in the Term and subject to future governing conference scheduling guidelines and any future mutual modifications of the parties to this Lease, Landlord agrees to reserve the use of the Stadium Site for every day from the

Saturday immediately before Labor Day to the second Saturday immediately following Thanksgiving of each year for the exclusive use of Tenant.

- c. For the purpose of releasing dates being held for the use of Home Football Games in accordance with (b) above, Tenant agrees to notify Landlord by February 1, of each year those dates that will be required for Home Football Games and Tenant agrees to release all other unused dates to Landlord.
- d. In the event any scheduled Home Football Game is cancelled or postponed by the Tenant or any official of the NCAA or other applicable leagues for any reason whatsoever, including, without limitation, strikes and inclement weather, the Landlord shall provide another date in substitution therefore, as requested by Tenant, in order to permit the rescheduling of the Home Football Game. Tenant recognizes that any rescheduling of a cancelled or postponed Home Football Game is subject to the availability of Rentschler Field Stadium respecting then scheduled events. If any scheduled Home Football Game is cancelled or postponed and not rescheduled for another date at Rentschler Field Stadium, the Tenant shall reimburse Landlord for its necessary and reasonable Day of Game Expenses actually incurred by Landlord for such cancelled or postponed Home Football Game, Landlord agreeing to exercise all reasonable efforts to avoid, minimize and mitigate such Day of Game Expenses. In no event, however, shall Tenant be obligated to reimburse Landlord any Day of Game Expenses where the cancellation or postponement of a regularly scheduled Home Football Game results from a cause which can be demonstrated to be reasonably within Landlord's control (unless such control shall have been delegated to Manager or to Tenant or other affiliate of Tenant) or as the result of circumstances where Rentschler Field Stadium is unavailable to Tenant by reason of fire, casualty or other similar events or conditions beyond Landlord's control.

2. Other Tenant Events:

- a. Tenant shall not be given any preference and or priority for the scheduling of Other Tenant Events and Tenant shall go through the Manager to schedule all such Other Tenant Events.
- b. Tenant shall not advertise any Tenant event, other than Home Games scheduled in accordance with Article 5 above, until Tenant has received confirmation of the date and the facility's availability from the Manager.

Article 6 SALES OF TICKETS, SUITES AND CLUB SEATING AND EVENT SETTLEMENT.

A. Sale of Tickets:

1. Landlord and Tenant agree that expense reconciliation for Tenant Events shall be predominantly conducted as an Event Settlement, described below, within three (3) business days following each Tenant Event; payment shall be made within five (5) days following Event Settlement.
2. Except as otherwise contained herein, Tenant has the right to sell tickets, suites, club seats, and tent plots in areas designated by Landlord and/or its Manager for Tenant Events.
3. Tenant may enter into an agreement, subject to Landlord approval, with Manager to sell tickets, including tickets associated with clubseats and Suites at an agreed upon price and an agreed upon marketing and planning strategy.
4. Notwithstanding the preceding section, if at a time, subject to Landlord approval, prior to each Tenant Event, Tenant has any remaining inventory of tickets, club seating or suites that have

not already been turned over to Manager to sell, Tenant shall do so at that time, all in accordance with and subject to an agreement between Tenant and Manager per section 3 above.

5. Tenant shall be limited to a maximum of two thousand (2,000) non-paid (complimentary) tickets per Tenant Event. Should the number of non-paid tickets issued exceed two thousand (2,000) for any Tenant Event, Tenant shall pay Landlord the surcharge amount for every ticket in excess of two thousand (2,000).
6. As of August 1 of each year and immediately following the announcement of each non-tenant event, Tenant shall provide Landlord with a list, by suite number, of those suites that have been sold for Tenant Events and contact information for each licensee. For any and all Non-Tenant Events (e.g. all events sponsored by Landlord), Tenant may include in license agreements for Suites, to a maximum of thirty two (32) Suite holders, a right of first refusal to purchase a Suite at the prevailing rates established by Landlord or its Manager. Such right of first refusal notification shall expire in ten (10) business days after notification, but in no case less than five (5) business days before the event. At such time, Landlord or Manager may sell all remaining inventory.
7. Tenant is responsible for collecting and paying to the State of Connecticut, all taxes and surcharges which may be due to OPM for those tickets sold by Tenant for Tenant's Events.
8. Notwithstanding anything in this Article, Landlord or its designee shall be responsible for printing and selling all tickets for all Non-Tenant Events.
9. Landlord agrees not to permit free admission for any spectator to any Home Football Games or issue any "passes" without Tenant's prior written approval except that Landlord may admit such persons as may be providing services to Landlord in connection with such Tenant Events (so long as such persons shall not occupy seats within Rentschler Field Stadium).
10. Landlord, or Tenant subject to Landlord approval, may at any time employ any ticketing service to sell and/or account for the sale of tickets (such as Ticketmaster™, etc.), all costs

and expenses incurred in the employment of such service shall be paid by the ticket purchaser, except that Tenant shall pay all credit card administration and/or printing fees.

11. Notwithstanding anything in this Article, Tenant expressly provides the following:

A. Tenant shall provide Manager with 25 bleacher tickets to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such tickets shall be for stadium related business purposes.

B. Tenant shall provide Manager with 8 club seats to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such club seats shall be for stadium related business purposes.

C. Tenant shall provide Manager with 16 outdoor chairback seats to each Tenant Event at no charge in block groups of not less than four and in even numbers. Such outdoor chairback seats shall be for stadium related business purposes.

D. Landlord shall cause its Manager to provide Tenant's suiteholder licensees with work orders for all work to be performed in each individual licensees suite. Landlord shall bill Tenant for all such work and Tenant shall bear the full responsibility for collecting all related expenses from its individual suite licensees.

b. Event Settlement:

1. Landlord and Tenant shall keep accurate and proper records of all transactions in connection with the sale of tickets and with all other receipts arising out of and resulting from this Lease. All such books and records shall be subject to inspection by Landlord and/or Tenant during all regular business hours on reasonable notice. All such books and records shall be maintained in accordance with Generally Acceptable Accounting Principles (GAAP). Tenant shall not dispose of any books or records relating thereto for a period of seven (7) years (or such longer

period as may be required by applicable law) except upon receipt of the written approval of Landlord.

2. All cash receipts and cash proceeds received by Landlord from sales of tickets, including any ticket surcharges shall be deposited by Landlord or Manager immediately in the "Box Office Account", as such term is defined in the Operating Agreement.
3. Within three (3) business days following a Tenant Event, Landlord or Manager shall provide Tenant with an Event Settlement that will identify the net payment due Landlord from Tenant or Tenant from Landlord. Such settlement shall identify separately the following:

A. For Home Football Games:

- i. Rent in accordance with Table 1 in Article 7
- ii. Incremental Operating Expenses as defined in Article 7B1
- iii. # of tickets sold, \$/ticket, total ticket revenue
- iv. Surcharge per ticket, # of tickets, total surcharge revenue

B. For Other Tenant Events

- i. Operating Expenses as defined below in Article 6 section 4

Within five (5) days of receipt and acceptance of said Event Settlement, Landlord or Tenant or Manager on behalf of Landlord, as the case may be, shall make payment of the net amount due.

4. Operating Expenses, where applicable, include the following:
 - A. All salaries and wages (including overtime) for Manager's administrative and operating personnel who perform necessary services at Rentschler Field Stadium in connection with

the particular Tenant Event, including, but not limited to, ticket sellers, ticket takers, ushers, matrons, porters, special police and security personnel, press box personnel, public address operators, attendants, doormen, exit men, first aid attendant, on-the-job supervisors, private security personnel specially and necessarily assigned to handle and control the crowd attracted to Rentschler Field Stadium because of the Tenant Event, and Box Office personnel. The following personnel and related expenses are excluded (“**Excluded Personnel**”): employees of UConn Division of Athletics who have responsibilities associated with the football team, coaches, trainers, doctors, Football Team medical staff, NCAA referees, and security for same as set forth in Article 11, public address announcers, timers, scorekeepers, and the scoreboard operator whose function is to register the game score, statistics, and run the game and/or play clock on Rentschler Field Stadium scoreboard during a Home Game, statisticians, and any incremental costs for the operation of the public address system during the Tenant Events, any television broadcast production crew, the singer of the National anthem(s), all entertainment, and other persons directly involved in the conduct of Tenant Events shall be provided by Tenant at Tenant’s expense.

- B. Premiums for public liability insurance except as otherwise provided by the parties;
- C. Maintenance and service;
- D. Heat, light, water and other power;
- E. Operation and maintenance of all equipment, machinery, scoreboards, message boards, lighting and provision of radio and television broadcast hook-up facilities for broadcasts arranged by Tenant for Tenant Events;
- F. All payments and benefits under Union Agreements for employees for whom Landlord is responsible pursuant to Section 7(e)(1) above;
- G. Pre-game and after-game cleaning of Rentschler Field Stadium;
- H. Payroll taxes and premiums for workers compensation insurance and other insurance for employees for whom Landlord is responsible;

- I. Disposal of refuse collected in cleaning Rentschler Field Stadium after Tenant's game; and
- J. Operation and maintenance of video scoreboard.

All expenses incurred by Landlord in connection with Tenant Events shall be adjusted per prevailing adjusted market rates and shall be subject to reopening by Landlord pursuant to Article 2.

Landlord, Tenant and Manager shall meet at times as mutually agreed upon, to review those charges included in Operating Expenses. As a result of such meetings, Tenant recommendations regarding adjustments to charges representing Operating Expenses shall be duly considered by Landlord and Manager. Landlord and Manager are under no obligation to implement any recommended adjustments that may, in the opinion of Landlord and Manager, adversely affect Manager's ability to fulfill the requirements of the Stadium Management Agreement and/or the Catering and Concessions Management Agreement.

Article 7 RENT, OTHER CHARGES AND REVENUE ALLOCATIONS.

a. Rent and Other Charges. All payments due Landlord by Tenant or due Tenant by Landlord will be paid following an "Event Settlement" in accordance with Article 6. Such Event Settlement shall take place within three (3) business days following each Tenant Event and processing of payment by either party shall occur within five (5) days of Event Settlement.

b. Rent Description

1. Home Football Games: Subject to the provisions of this Section, for the use of the Premises during the term of this Lease, Tenant shall pay, for each Home Football Game, "Base Rent" in accordance with Table 1, below, and any Incremental Operating Expenses that may be charged to Tenant.

Incremental Operating Expenses are charges that are in addition to the Operating Expenses which are reasonably and ordinarily expected to be incurred in hosting a Home Football Game and are incurred (i) pursuant to a specific request of Tenant, including union jurisdiction expenses, or (ii) are incurred by Landlord in its reasonable discretion to address emergency or other extraordinary circumstances, provided that in the case of clause (ii), Landlord shall make a reasonable effort to give advance notice to, and obtain the reasonable approval of, Tenant for such emergency or extraordinary expenses. If Tenant does not give its approval and Landlord nevertheless determines that such emergency or extraordinary expenses are necessary in order to protect the Stadium, the Playing Field or public health or safety, Landlord is authorized to incur such expenses and the parties agree to negotiate and agree in good faith on a proper allocation of such expenses between Landlord and Tenant consistent with their respective responsibilities under this Lease. In the event that there are Incremental Operating Expenses, Manager shall provide a pre-event estimate to Tenant identifying anticipated Incremental Charges known at the time.

Table 1

# of Home Games/Season	Base Rent
5	\$185,000.00
6	\$170,000.00
7	\$170,000.00

2. Other Tenant Events. For the use of the facilities for Other Tenant Events, Tenant agrees to pay in accordance with the following schedule:

Actual Operating Expenses plus 15%

3. Tenant Events:

- A. Stadium Manager reserves the right to incur additional expenses of an emergency nature, which shall be treated as Incremental Operating Expenses to the extent provided in subsection 1, above.
- B. For each ticket sold for Tenant Events, Tenant shall collect and pay a surcharge at a rate of \$2.00 per ticket for years 2003, 2004, 2005, and 2006, and a rate of \$3.00 per ticket for years 2007 and 2008 ("**Ticket Surcharge**"). Thereafter the parties will negotiate a new Ticket Surcharge rate at the re-opener in year nine (9) of the Lease.
- C. Should actual paid attendance (the number of ticket-holders who actually attend Home Football Games, less the number of complimentary ticket-holders who attend Home Football Games, hereinafter "**Ticket Drop**") for Home Football Games for a season exceed 186,000, Landlord agrees to rebate fifty percent (50%) of the Ticket Surcharge associated with the Ticket Drop in excess of 186,000. If Tenant plays seven (7) scheduled home football games at the Stadium in a season and actual paid attendance for the season exceeds 186,000, Landlord agrees to rebate 100% of the Ticket Surcharge associated with the Ticket Drop in excess of 186,000 attributable to attendance at the seventh (7th) game.
- D. Should the actual paid season Ticket Drop for Tenant's Home Football Games not reach 186,000, Tenant agrees to pay Landlord \$7.00 multiplied by the difference between 186,000 and the Ticket Drop. Such payment shall be referred to as an "Attendance Surcharge." If Landlord realizes a cumulative net profit from Non-Tenant Events in any year, the Attendance Surcharge for that year shall be reduced (or rebated if already paid) on a dollar-for-dollar basis (but not below zero) by the amount of such cumulative net profit. For purposes hereof, "cumulative net profit for Non-Tenant Events" means the excess, if any, for such year of operating revenues from all Non-Tenant Events over the sum of (i) operating expenses attributable to all Non-Tenant Events, and (ii) the contingency

amounts treated as operating expense for purposes of the calculation of the cumulative operating deficit in Article 2.

- E. Landlord reserves the right to waive the Attendance Surcharge subject to the profitability of Non-Tenant Events and in consideration of operating reserve and capital reserve requirements.
- F. The 15% above Operating Expenses charged for Other Tenant Events, identified in #2. above for any given season will be available as a credit to offset any Attendance Surcharge that Tenant pays to Landlord in any given season. Such credit may not be carried forward to a subsequent football season.

c. Revenue Allocations

1. Landlord Revenue: Landlord and Tenant Agree that Landlord has exclusive right to the following revenue:

- A. Revenue from all concession food and beverage at all events, including Club, Suite, catered, luxury and tent event catering.
- B. Revenue from parking for all events and rental fees or revenue.
- C. Revenue from the sale of Suites "sold" for Non-Tenant Events
- D. Revenue from the Ticket Surcharge for all sold tickets for all Tenant events as provided in Article 7(b).
- E. Revenue from ticket sales and the Ticket Surcharge for Non-Tenant Events.
- F. Revenue from temporary advertising and program sales for Non-Tenant Events.
- G. Revenue from all novelty sales at Non-Tenant Events.
- H. All broadcast revenues at Non-Tenant Events.
- I. All other revenue as not described herein as belonging to Tenant.

2. Tenant Revenue: Landlord and Tenant agree that Tenant has exclusive right to the following revenue:

- A. Revenue from ticket sales from Tenants Events, except that portion of the ticket price representing the ticket surcharge and the admission tax that shall belong to the Landlord;
- B. Revenue from “sale” of suites for Tenants Events;
- C. Revenue from “sale” of plot space for tents within the Stadium Facility for Tenant Events.
- D. Revenue from permanent advertisement signage in accordance with Article 8.
- E. Revenue from Novelty and Program Sales for Tenant Events, with Tenant bearing the responsibility and expenses related to selling all novelty items, set-up, maintenance or removal of temporary “kiosks” in this regard that are incurred by Landlord or Manager; and
- F. Broadcast revenues for Tenant Events, with Tenant bearing the responsibility and expenses related to production and transmission.

3. Notwithstanding anything contained herein to the contrary, Tenant and Landlord agree that:

- A. The right to sell advertising on the back of tickets for Tenant Events and Non-Tenant Events belongs to the entity printing the ticket; furthermore, the revenue from said sale of ticket back advertising belongs to the party printing the ticket.
- B. Tenant shall bear no financial or other economic risk with respect to losses resulting from Non-Tenant Events, except such losses shall be offset against profits from Non-Tenant Events for the purpose of determining any “cumulative operating deficit” under Article 2 and any credit against the Attendance Surcharge pursuant to Article 7.

- C. Landlord shall work with Tenant and Manager on an as needed basis to review Stadium operations, revenues, expenses and financial payment. Tenant may provide input only regarding these subjects.

Article 8 SIGNAGE, ADVERTISEMENTS, MARKETING:

1. Tenant has the right to sell permanent advertising on the scoreboard and on the inside of the Stadium Facility, excluding the Tower building. Tenant may request that Manager install said advertising for cost mutually agreed upon by Tenant and Manager.
2. Tenant shall receive approval from Landlord prior to entering into any agreement for signage to be placed on the Stadium Facility. Landlord's approval of signage shall not be unreasonably withheld and shall be based on the following:
 - a. That said signage is not contrary to any agreements Landlord may have with United Technologies and/or Pratt and Whitney Aircraft.
 - b. That said signage complies with the private activity requirements of the IRS.
 - c. Review of signage location, aesthetic and public safety concerns.
 - d. That no adverse financial or operational impact on the stadium is incurred by Landlord as a result of the sponsorship requirements associated with such signage agreement.
3. Tenant is responsible for the expenses related to the installing, maintenance and removal of all signage sold by Tenant. All installation, maintenance and removal of signage shall be performed through and with approval of Manager and/or Landlord and billed by Manager directly to Tenant.
4. Landlord retains the right to use of the two scoreboards before and after Tenant Events, between quarters and during halftime of Tenant Events having quarters and/or halftimes. Use

- of the two scoreboards shall be limited to promoting upcoming events, concession sales, catering opportunities and to provide general stadium and event information and shall not exceed twelve (12) announcements at any single event.
5. Tenant is responsible for the rental of any ancillary equipment needed in connection with the operation of the video board, including all production expenses, video truck, etc.
 6. Should Tenant allow radio or television coverage including, but not limited to, network, cable, pay television, or any other type of video broadcasting, or filming, recording or video taping of any Tenant Event, Tenant shall have sole responsibility for any expenses and license fees associated with such activities. Tenant is solely responsible for obtaining permission from performers, promoters, organizations or their appropriate representatives in a position of responsibility to claims which may result from these activities.
 7. Tenant expressly agrees to adhere to all laws and licensing requirements, including, *inter alia*, all ASCAP, BMI and SESAC music licensing requirements.
 8. Landlord agrees to allow Tenant to mount a Husky Logo on the exterior of the large scoreboard, facing the parking area and an academic logo on the exterior of the Tower, facing the parking area. All costs for purchase, mounting, maintenance and dismounting shall be borne by Tenant.
 9. Landlord retains the right to allow Manager's concessionaire the ability to market product through the use of product displays and signs within the reasonably immediate proximity to the area of sale.
 10. Tenant shall provide Landlord, by August 1, 2003, a schematic of all locations within the Stadium Facility for which Tenant has agreements for permanent signage. Such schematic shall be used by Landlord to identify a location within the Stadium Facility to be designated as a "Donor Wall". Such Donor Wall shall be for the purpose of recognizing and displaying attribution of any gifts, grants of funds, property or services accepted by Landlord for the

benefit of the Stadium Facility. Such schematic shall be updated by Tenant and provided to Landlord when any additional permanent signage is sold.

11. Landlord retains the right to cover any advertising sold by Tenant for Non-Tenant Events, as such may be required in order to secure sponsorship of Non-Tenant Events.
12. Landlord retains the right to sell non-permanent advertising for Non-Tenant Events.

Article 9 POWERS RESERVED TO LANDLORD.

In addition to the other powers, rights and privileges, including approval rights, given or reserved to Landlord elsewhere in this Lease, Landlord reserves to itself the exclusive authority for the following matters:

1. Use of the Catering & Concessions (“C&C”) Facilities for C&C Operations;
2. Approval of the selection and retention of the Parking Manager as needed;
3. Approval and authority over the booking of Community Events;
4. Approval of the use of all promotional and business equipment used during Tenant Events, other than equipment directly used by Tenant’s athletic teams;
5. Lease, license or similar agreements for use of portions of the Premises that do not impact the playing field or the operations or purposes of Tenant Events, (*e.g.*, cellular telephone towers, etc.);
6. Sale or license of broadcasting and internet rights for Non-Tenant Events and the operation of, and licensing others to operate, video games and other games of entertainment value;
7. Establishment of ticket surcharges;
8. Disapproval of specific Events or types of Events if such event is not consistent with the Booking Policy;

9. Approval of the license terms and content of any signage and advertising displayed at the Stadium Site;
10. Rights of entry and alteration to the Stadium;
11. Rights with respect to naming rights pursuant to Article 12;
12. Control over the Revenue Account, the Stadium Facility Enterprise Fund, as defined in section 32-651(16) of the Connecticut General Statutes, and the Stadium Facility Capital Replacement Account, as defined in section 32-657 of the Connecticut General Statutes;
13. Capital Expenditures;
14. Such other rights, powers and privileges not expressly granted to Tenant;
15. ~~Manager approval of all promotional giveaway items and the manner of distribution is~~
expressly required; and
16. Landlord shall review, with Tenant's input, all security and tailgate policies at regularly scheduled times as mutually agreed upon.
17. Right to establish all pricing for the Suite and Club seat tickets for Non-Tenant Events.

Article 10 ADDITIONAL OBLIGATIONS OF THE LANDLORD.

1. The Landlord shall retain a stadium operations manager for the day-to-day operations of the Stadium Facilities.
2. Landlord shall cause to keep the Premises, Rentschler Field Stadium and its spectator areas, seats, Tenant's Exclusive Use Area, and all other equipment and places in a first-class state of condition and repair and will operate, clean and maintain the Premises in a neat, orderly condition and shall furnish and provide all labor, services, supplies and equipment necessary therefore.

3. Except as provided in Article 11, Landlord agrees to bear and be fully responsible for the cost of providing, maintaining, repairing and replacing the field playing surface, in a condition suitable for the playing of a college football game in accordance with the standards of the NCAA and/or other controlling governing league authority. Landlord shall not hold Tenant responsible for damage to the playing field surface of the Stadium for Non-Tenant Events.
4. The Landlord shall maintain Rentschler Field Stadium complete with football field goal posts, field goal ball nets, play clocks, scoreboard in conformity with standards and requirements of the NCAA or governing body, a large American flag, a large Connecticut flag, a large Tenant flag (Tenant Events only) subject to the mutual agreement of Landlord and Tenant, all of which shall be available for use by the Tenant for all Tenant Events. The Landlord also shall provide adequate facilities for dressing rooms, illumination of Rentschler Field Stadium sufficient for color television broadcasting, as necessary, heating, air conditioning, public address system, press box facilities, hook-up facilities convenient and serviceable for radio and television (including cable) broadcasting, and first aid facilities and services, except first aid services for Tenant Football Team and opponent football team are excluded. OPM will provide at the expense of Tenant requested sports equipment and field work for Other Tenant Events.
5. Except as stated otherwise elsewhere in this Lease, Landlord shall provide personnel for all administrative matters relating to each Tenant Event, by which is meant, without limitation, the furnishing of ushers, ticket sellers at the entrance to Rentschler Field Stadium, ticket takers, after-game clean-up personnel (and equipment), police and other security personnel in numbers sufficient to operate Rentschler Field Stadium for the performance of a Tenant Event and to ensure the orderly and safe accommodation, direction and control of persons to or from their seats in Rentschler Field Stadium and further reasonably to ensure the safety, to the maximum degree reasonably possible, of all persons who attend each Tenant Event.
6. The Landlord shall be responsible for mowing the field and preparing the football field by applying the field yard markings in accordance with NCAA standards.

7. In fulfilling Landlord's repair and maintenance obligations respecting the Premises, or in the event that the Landlord undertakes a program for renovation and rehabilitation of the Rentschler Field Stadium, or otherwise adds to or alters Rentschler Field Stadium (herein referred to collectively as the "**Improvements**"), all work undertaken in respect of the Improvements will be done in such a manner so as not to unreasonably interfere with Tenant's use of the Premises covered by this Lease.
8. Landlord, in consultation with Tenant, shall not schedule any events at the Stadium that will likely, in the opinion of Landlord or Landlord's consultant with expertise in playing turf management, to jeopardize the condition of the playing field for Tenant Football events.

Article 11 ADDITIONAL TENANT REQUIREMENTS AND RESPONSIBILITIES:

1. Tenant is expressly required to work and deal with the Manager or its successor as Landlord's contract administrator for all matters, payments and/or events associated with this Lease. Tenant is required to adhere to the exclusive arrangement Landlord and Manager have entered into with a Concessionaire for providing concessions and catering services at Rentschler Field Stadium. Tenant has no right to provide food or beverage in any areas of the Stadium Site. Excluding sideline energy drinks and food provided during an athletic event by Tenant's staff to each team's players, cheerleaders, band members and to the student staff of the respective team's athletic departments.
2. Tenant shall require that all licenses for the use of Club Seats, Suites and/or signage abide by all covenants and restrictions regarding use and marketing of the Stadium Facilities for Tenant Events, as contained in the Donation and Acceptance and Acquisition Agreement, dated August 1, 2000 by and between United Technologies Corporation and the State of Connecticut.

3. Tenant is responsible for all expenses related to the repair or replacement of the Stadium Facilities, including the playing field, resulting from damage by Tenant staff, students, players, opposing teams and ticket holders, excluding ordinary wear and tear of the field caused in the normal course of Tenant's Events.
4. Tenant is responsible for providing, at its own expense, security for Tenant staff and players, referees, visiting team players and coaches, and others customarily protected by Tenant security forces and any UConn police.
5. Tenant shall identify an individual, prior to each Tenant Event, for the purpose of liaison between Manager and ticket holders having access to the Tower building and as liaison between Manager and Tenant staff that may be performing duties at the Stadium Facilities during Tenant Events. Tenant shall provide, with Landlord and/or Manager's input, at its expense, a mutually agreed upon number of tenant personnel at all tenant Events at the "A" and "B" entrances of the Stadium Tower to adequately service suite and club ticket holders, media or all team(s) personnel.
6. If required by Manager, Tenant shall also provide, at its expense, additional Tenant police within the student section and/or any other location mutually agreed upon, to monitor student activities.
7. Tenant has the right to place graphics on the playing field, in accordance with NCAA and conference requirements. Tenant shall provide to Manager a stencil of the desired graphic at a time provided by Manager. Tenant is responsible for the cost associated with same.

Article 12 NAMING RIGHTS.

As between Landlord and Tenant, Landlord reserves to itself exclusively all rights with respect to Rentschler Field Stadium naming rights. Tenant acknowledges and agrees that, pursuant to the

Implementing Legislation and the UTC Donation Agreement, the Stadium is to be referred to as "Rentschler Field". Tenant agrees in connection with Stadium Operations to comply with, and cause no breach by Landlord with respect to, the provisions of Section 10.01 and 10.02 of the UTC Donation Agreement with respect to naming rights and advertising at the Stadium.

Landlord and Tenant agree to negotiate a revenue sharing arrangement for the sale of naming rights for discreet components of the facility, or the facility itself, should that right become available. Any naming rights agreements must be in compliance with P.A. 00-140, the UTC Donation Acceptance and Acquisition Agreement and IRS private activity restrictions contained in the IRS Code of 1986 and Section 141(b) of the Code.

Article 13 INSURANCE AND INDEMNIFICATION.

1. Tenant shall obtain and maintain event liability insurance for all fans, spectators and invitees for Tenant's Events. Tenant shall obtain and maintain and cause any Tenant vendors to obtain and maintain comprehensive general liability and property damage insurance, workers compensation and adequate comprehensive vehicle liability insurance as may be required and provided by the State's Insurance Risk Manager.
2. Tenant shall be responsible for paying its share of the Stadium master insurance policy obtained by the State as follows:

$$\frac{\text{Projected Tenant Event Attendance}}{\text{Projected Total Attendance}} \times \text{Annual Cost of Premium} = \text{Tenant Share}$$
3. Tenant shall require all promotional activities to meet the insurance requirements of the State's Insurance Risk Manager.

4. Tenant may be required to provide proof of insurance coverage, in an amount equal to the State's insurance deductible for State insurance.

Article 14 TAXES.

Landlord and Tenant acknowledge that:

1. Ticket sales for Tenant Events at the Stadium will be subject to admissions taxes pursuant to Section 12-541 of the General Statutes, except to the extent that an exemption may be available thereunder for particular Events,
2. Events at the Stadium held for the benefit of tax-exempt entities, including Tenant, are not entitled to the admissions tax exemptions otherwise available for such events under subdivisions (3) and (4) of subsection (a) of Section 12-541, and
3. The sale of parking and other goods and services at Rentschler Field Stadium shall be subject to applicable sales and use taxes. For revenue collected from the sale of tickets, Tenant shall collect such admissions and sales taxes, and shall remit such taxes to the proper taxing authorities as required by law. Tenant shall be responsible for any failure to collect and/or remit applicable taxes as required by this Section.

Article 15 COMPLIANCE WITH LAWS.

1. Throughout the Term of this Lease, Landlord shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions and boards and officers thereof which are now or hereafter applicable to Rentschler Field Stadium, and the Premises or to the use or manner of use of Rentschler Field Stadium or the Premises (herein, the "**Legal Requirements**").

2. Throughout the Term of this Lease Tenant shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions and boards and officers thereof which are now or hereafter applicable to the Premises and Rentschler Field Stadium or to the use or manner of use of the Premises or Rentschler Field Stadium, provided, however, that Tenant shall not be required to make any alterations or improvements to the Premises or Rentschler Field Stadium to comply with the Legal Requirements, it being the intent of the parties that the full cost and expense of compliance with the Legal Requirements shall be borne by the Landlord.

Article 16 BONDING COMPLIANCE.

1. Tenant acknowledges that the Stadium is financed in part with the proceeds of tax-exempt bonds, and Landlord and Tenant agree that it is their intent that this Lease satisfy the conditions of Internal Revenue Service Rev. Proc. 97-13 so that such proceeds will not be treated as used in a private business under Code Sec. 141(b). All provisions of this Lease shall be interpreted so as to give effect to such intent of the parties, and, if nationally recognized bond counsel to Landlord at any time determines that an amendment to this Lease is necessary in order to satisfy the conditions of Rev. Proc. 97-13, Landlord and Tenant agree promptly to negotiate in good faith and enter into such amendment, provided, however, that Tenant shall not be required to enter into any such amendment if it would materially and adversely affect the benefits and burdens of Tenant hereunder. If such an amendment is required and not entered into and nationally recognized bond counsel to Landlord determines that there is a material risk of a determination of taxability with respect to such bonds, Landlord, upon thirty (30) days' prior written notice to Tenant, may terminate this Lease.

2. In connection with the issuance by the State of Connecticut of tax-exempt General Obligation Bonds, the Tenant certifies, represents and covenants as follows: Tenant hereby covenants and agrees that (1) it shall amend or cause to be amended, within six months of the date hereof, any private activity agreement so that, as amended, such agreements comply with the Internal Revenue Service guidelines set forth in Internal Revenue Service Revenue Procedure 97-13 or otherwise does not result in private business use of the Facilities within the meaning of Section 141(b) of the Internal Revenue Code of 1986, as amended (the “Code”), (2) it shall obtain an opinion of nationally recognized bond counsel to the effect that, as amended, any such or future private activity Agreement comply with the Internal Revenue Service guidelines set forth in Revenue Procedure 97-13 or otherwise does not result in private business use of the Facilities within the meaning of Section 141(b) of the Code; and (3) any contract or agreement that the Tenant enters into that provides additional private activity funding shall comply with the Internal Revenue Service guidelines set forth in Internal Revenue Service Revenue Procedure 97-13 or otherwise will not result in private business use of the Facilities within the meaning of Section 141(b) of the Code.
3. The Tenant understands that the certifications contained in this Certificate will be relied on by the Issuer in making certain of its representations in its tax compliance certificates, and by bond counsel, in rendering certain of its opinions, in connection with the issuance of the Revenue Bonds and the Refunding Bonds.

Article 17 REPRESENTATIONS AND WARRANTIES.

1. Landlord's Representations and Warranties. Landlord represents, warrants and covenants to Tenant that:
 - a. There are no existing violations of any environmental, health, safety, building, fire or other applicable governmental laws, codes or regulations with respect to the Demised Premises or the operation thereof;
 - b. Landlord has authority, under the Statutes, to permit the use of the Demised Premises by Tenant.
 - c. Landlord is a public agency of the State and has all the requisite power and authority to enter into this Lease pursuant to Title 32, Chapter 588z of the Connecticut General Statutes.
 - d. The execution and delivery of this Lease by the Landlord and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of the Landlord.
 - e. This Lease has been duly executed and delivered by the Landlord and constitutes the legal, valid and binding obligation of the Landlord, enforceable against the Landlord in accordance with its terms.
 - f. The execution and delivery of this Lease by the Landlord and the performance by the Landlord of its obligations hereunder do not conflict with or constitute a default under or violation of any term of any loan agreement, lease, indenture, mortgage or other contract to which the Landlord is a party or by which it or its property or the Demised Premises is bound, including, without limitation, the Landlord's Bonds (or any related instruments), or any judgment, order, decree or ruling to which it, its

property or the Demised Premises is subject, to the extent such conflict or default could have an adverse effect on Tenant or its rights or interests under this Lease. There are no existing agreements, instruments or documents that grant any rights, liens, tenancies, or interests in or to the Demised Premises to any other persons which are inconsistent with, or in derogation of, Tenant's rights or interests under this Lease.

- g. The Premises are in condition comparable to other modern Stadiums of comparable size and all holding events of regional and national interest from time to time.
- h. There is no (i) threatened or pending litigation, condemnation, rezoning or other governmental orders, proceedings or lawsuits involving the Demised Premises or Rentschler Field Stadium, (ii) threatened or pending work stoppages or other labor actions, or (iii) building code violations relating to the leasing, use, repair or maintenance of the Demised Premises which individually or in the aggregate would have an adverse effect on Tenant or any of its rights or interests under this Lease.

2. Tenant's Representations and Warranties. Tenant represents and warrants to Landlord that:

- a. The execution and delivery of this Lease by Tenant and the performance of its obligations hereunder have been duly authorized by all requisite action on the part of the Tenant.
- b. This Lease has been duly executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights generally.
- c. The execution and delivery of this Lease by Tenant and the performance by Tenant of its obligations hereunder do not conflict with or constitute a default under or

violation of any term of any loan agreement, lease, indenture, mortgage or other contract to which Tenant is a party or by which it or its property is bound, including, without limitation, the NCAA or NCAA Documents, or governing conference, or any judgment, order, decree or ruling to which it, its property or the Demised Premises is subject.

Article 18 COVENANT NOT TO RELOCATE.

1. Home Games at Rentschler Field Stadium. Except as expressly provided in this Lease, (i) Tenant shall play all Home Football Games at the Premises during the Term. Any anticipatory breach by Tenant under this Article 18 shall be deemed to be a breach of this Article 18.
2. Relief. Tenant acknowledges and agrees that, notwithstanding any other rights or remedies the Landlord may have under this Agreement, the Landlord has no adequate remedy at law for a breach by Tenant of this Article 18 due to the fact that it would be difficult to ascertain the measure of Landlord's damages. Without limiting the foregoing, as a public agency of the State of Connecticut, one of the Landlord's primary purposes is to ensure the economic viability of Rentschler Field Stadium, including particularly the provisions of this Article 18, are in furtherance of such purposes; and such purposes would be frustrated if the provisions of this Article 18 could not be specifically enforced. Accordingly, the parties agree that in the event of a breach of this Article 18, the Landlord shall be entitled to seek injunctive and other equitable relief, temporary and permanent, and the Tenant agrees that it will not assert any defense that the Landlord has any adequate remedy at law. Notwithstanding anything to the contrary herein, Landlord acknowledges that Tenant's covenants in this Article 18 shall only inure to the benefit of the State of Connecticut Office of Policy & Management and any

permitted assignee that is expressly identified in the first sentence of Article 18 of this Lease (the "State Agencies").

Article 19 GOVERNMENTAL IMMUNITY.

Nothing in this Lease shall be deemed to create any rights of any third-party to sue the Tenant and/or Landlord.

Article 20 INDEPENDENT AUDIT.

Landlord and/or Tenant shall have the right at any time, and from time to time during reasonable business hours and upon reasonable notice, to cause nationally recognized independent auditors to audit all of each others books relating to Rentschler Field Stadium ticket sales and operations, advertisement, promotions, and sponsorships income derived from Rentschler Field Stadium. No costs incurred by Landlord in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Tenant's Revenues or ticket sales reflected in any financial statements prepared by Tenant and audited as specified in Article 9(f) are understated (in the case of Gross Revenues) or overstated (in the case of Net Revenues), in either case by more than five percent (5%), Tenant shall pay to Landlord the reasonable cost of such audit (which shall not be an Operating Expense). Landlord's right to have such an audit made with respect to any Lease Year and Tenant's obligation to retain the above records shall expire three (3) years after each Lease year. Such financial statements and results shall remain subject to audit and adjustment by the Auditors of Public Accounts in accordance with law.

Article 21 MISCELLANEOUS PROVISIONS.

1. Promotion Rights. This Lease is intended and is to be construed as granting the Tenant the exclusive right to promote college Division I-A football games and/or other Tenant Events, including but not limited to men's and women's soccer, at Rentschler Field Stadium.
2. Separate Operations. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the Landlord and the Tenant, and the Tenant shall not be responsible for any debts or liabilities incurred by the Landlord in connection with the conduct of the business of Rentschler Field Stadium and/or Rentschler Field Site, nor shall Landlord be responsible for any debts or liabilities incurred by Tenant in connection with the presentation of its football games and/or Tenant Events.
3. Waiver. The failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed a waiver by such party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent action by the other.
4. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease, observing, keeping and performing all of the terms and provisions of this Lease on the part of Tenant to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold,

occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons whomsoever.

5. Alterations by Tenant. Tenant shall make no alterations to the Premises or Stadium without the prior written consent of the Landlord. Tenant shall not allow any modifications to Suites or Club Room space by licensees. Landlord agrees to allow tasteful pictures or photos to be placed in Suites by licensees; however, Landlord assumes no expense for mounting, hanging, removing or repairs necessary to return the Suite to its original condition. Landlord assumes no liability for loss or damage to any items placed in Suites by Licensees. Any pictures or photos placed in Suites must be affixed by Manager; all costs for same to be charged Tenant by Manager. Tenant assumes all liability for any pictures or photos placed in the suites by licensees.
6. Tents. The lease or sublease of all Landlord designated tent plots within the Stadium shall be through Tenant. Tenant shall notify the Manager or concessionaire as determined by Manager immediately upon assignment of tent locations. Manager or concessionaire shall henceforth be the primary contact with the tent lessor.
7. Landlord's Access. Landlord shall have the right upon reasonable prior notice to Tenant (and at any time without notice in the event of an emergency) to enter into the portion of the Premises under the exclusive dominion and control of Tenant to make repairs. However, Landlord shall schedule such repairs in order to assure minimum disruption to the Tenant's operations and shall take all reasonable steps to safeguard the Tenant's personal and continued operations.
8. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a statement on the status of any matter pertaining to this Lease.

9. Invalidity of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
10. Recording. Landlord and Tenant agree not to record the within Lease, but Landlord and Tenant agree to execute and record a Notice of Lease complying with applicable Connecticut Law. In no event shall such document set forth the economic terms under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and it is not intended to vary the terms and conditions of this Lease.
11. Notices. Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be sent by U.S. Mail, Federal Express or other recognized overnight courier return receipt requested, registered or certified mail, postage prepaid, and if intended for Landlord, addressed to Landlord at the address set forth below (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice), and if intended for Tenant, to the address set forth below.

For Landlord as follows:

State of Connecticut

Office of Policy & Management

450 Capitol Avenue

MS# 55SEC

Hartford, CT 06106-1308

Attn: Michael Mehigen

With copy as follows:

Madison Square Garden CT, L.L.C.

C/o Madison Square Garden, L.P.

Two Pennsylvania Plaza

New York, New York 10121-0091

Attention: General Counsel

For Tenant as follows:

University of Connecticut

Athletic Department

2095 Hillside Road

Storrs, CT 06269-3078

Attn:

All such notices shall be effective when received or refused.

(l) Approvals. All approvals, consents and acceptances required to be given or made by any party hereunder shall not be unreasonably withheld or delayed, unless otherwise provided herein. In any determination of reasonableness for purposes of such approval, consent or acceptance, due regard shall be given to prevailing industry practice.

(m) Notice of Lease. At any time following the date hereof, either party shall within five (5) days following the written request of the other, join in the execution of a notice of lease (in

recordable form) pursuant to Section 47-19 of the Connecticut General Statutes and either party may record the same.

(o) Captions. The captions and headings throughout this Lease are for convenience of reference only, and the words contained therein shall in no way be held to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope of the intent of this Lease, or in any way affect this Lease.

(p) Provisions Binding. The terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant, except as provided in Section 23(b) or otherwise as expressly provided herein or limited hereby.

(q) Counterparts. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Lease shall not be modified or cancelled except by a writing prescribed to by Landlord and Tenant.

(r) Amendments. This Lease may be modified or amended only by written instrument signed by the duly authorized officers of the parties hereto.

(s) Governing Law. This Lease shall be governed, construed and enforced under the law of the State of Connecticut.

IN WITNESS WHEREOF, Landlord and Tenant, respectively, have caused this Lease to be duly executed, under seal, as of the date first above written, by persons on their behalf hereunto duly authorized.

Witnessed by:

LANDLORD:

State of Connecticut
Office of Policy & Management
450 Capitol Avenue
MS # 55SEC
Hartford, CT 06106-1308

By: *Marc S. Ryan*, Deputy Secretary for
Marc S. Ryan
Secretary per C.G.S. §§ 4-66 and 32-655

TENANT:

University of Connecticut
2095 Hillside Road
Storrs, CT 06269-3078

By: *Lorraine M. Aronson*
Name: Lorraine M. Aronson
Title: Vice President per C.G.S. § 10a-108

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss.

On this the ~~21st~~ day of August, 2003, before me, the undersigned official, personally appeared ~~Marc S. Ryan~~ ^{Anne Smyke} known to me (or satisfactorily proven) the person whose name is subscribed to the within instrument, and acknowledged himself to be the ~~Secretary~~ ^{Deputy} of THE STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT, and that he, as such official, being authorized so to do, executed the foregoing instrument as the free act and deed of the State of Connecticut Office of Policy & Management for the purposes contained therein by signing the name of the State of Connecticut Office of Policy & Management by himself as such official.

In witness whereof, I hereunto set my hand.

Garett D. Bye
Commissioner of the Superior Court
~~Notary Public~~
My Commission Expires:

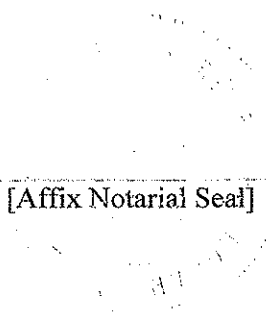
[Affix Notarial Seal]

STATE OF CONNECTICUT)

COUNTY OF Tolland) ss. Mansfield

On this the 29 day of August, 2003, before me, the undersigned officer, personally appeared Lorraine M. Aronson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged himself/herself to be the Vice President of THE UNIVERSITY OF CONNECTICUT, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument as the free act and deed of THE UNIVERSITY OF CONNECTICUT, by himself/herself as such officer.

In witness whereof, I hereunto set my hand.


Barbara A. Bolin

Commissioner of the Superior Court
Notary Public

[Affix Notarial Seal]

My Commission Expires: November 30, 2005

ATTACHMENT A

SECTION 1

This Agreement (hereinafter referred to as "Agreement") is entered into between the State of Connecticut (hereinafter "State") acting through the Office of Policy and Management (hereinafter "OPM") pursuant to Connecticut General Statutes §§ 4-8, 4-65a and 4-66, and _____, a _____, having its principal offices at _____ (hereinafter "Contractor"). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on _____ and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than _____ (hereinafter "end date").

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

State - Wherever the term 'State' is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

SECTION 3 NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon _____ days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

State: State of Connecticut
 Office of Policy and Management
 450 Capitol Ave. - MS#
 Hartford, CT 06106-1379
 Attention:

Contractor:

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4 SPECIFICATION OF SERVICES

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The State shall pay the Contractor a total sum not to exceed _____ for services performed under this Agreement.

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the State.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the State.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The State shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency, and if applicable, approved by OPM, the Department of Administrative Services and/or by the Attorney General of the State.

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Attorney General or his Deputy. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records.

The State will give the Contractor at least twenty-four (24) hours notice of such intended examination.

At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

Coverage:

1. Workers' Compensation
2. Employer's Liability

Minimum Amounts and Limits

Connecticut Statutory Requirements

To the extent included under Workers'
Compensation Insurance Policy

3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:
 - a. Bodily Injury Insurance meeting Connecticut statutory requirements; and
 - b. Property Damage Insurance meeting Connecticut statutory requirements.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage

and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination and Executive Orders

The non-discrimination clause on the reverse side of page 1 of Form CO 802-A, attached hereto, is superseded and the following is inserted in lieu thereof:

- (a) For the purposes of this Section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "Public works contract" means any Agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, as amended by Section 5 of Public Act 89-253, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56, as

amended by Section 5 of Public Act 89-253; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.
- (g) The Contractor agrees to the following provisions: The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

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

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

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

R. Violence in the Workplace Prevention

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM.

BB. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

CC. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

DD. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, 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 contact with a State agency, State or public official or State employee was expected or made. As used herein "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) contacting, 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, 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 general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

EE. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state 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 Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions

of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

FF. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment C.

ATTACHMENT B

Guide to the Code of Ethics For Current or Potential State Contractors



2006

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing Connecticut General Statutes, Chapter 10, Part I and Part II.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I); and
- The Code of Ethics for Lobbyists (Part II).

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. Please contact the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106

860/566-4472
www.ct.gov/ethics



Guide for Current or Potential State Contractors

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Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations of the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division



THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **regulated donor**. In general, public officials or state employees may not accept gifts from regulated donors.

Regulated Donors

Regulated donors include:

- Registered lobbyists (the OSE can tell you who is registered);
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (16) for the complete list.

- **Token Items** – Regulated donors such as current or potential state contractors may provide any item of value that is under \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is under \$50. Conn. Gen. Stat. § 1-79 (e) (16).
- **Food and Beverage** – Regulated donors may also provide up to \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the regulated donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- **Other Exceptions** – There are a total of 16 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (16).

Guide for Current or Potential State Contractors

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only regulated donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible \$50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give anything of value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual's department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o).

Guide for Current or Potential State Contractors

Necessary Expenses

You may provide necessary expenses to a public official or state employee **only** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses can include:

- Travel (not first class);
- Lodging (standard cost of room for the nights before, of, and immediately
- Meals; and
- Related conference expenses.



Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are **not** necessary expenses. Necessary expense payments also **do not** include payment of expenses for family members or other guests.

Please note, within 30 days of receiving payment or reimbursement of necessary expenses for lodging or out-of-state travel, state employees must file an ETH-NE form with the Office of State Ethics (OSE). Conn. Gen. Stat. § 1-84 (k).

Fees/Honorariums

Public officials and state employees may **not** accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any reg official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).



Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

Guide for Current or Potential State Contractors

Gifts to the State - *NEW*

Regulated donors are **prohibited** from giving gifts to the state (such as a fax machine, truck, or free training or conference/event participation). This is new as of April 2006, pursuant to Conn. Gen. Stat. § 1-84 (q), and as interpreted by Advisory Opinion No. 2006-3.

Note that non-regulated donors may still provide gifts to the state.

Gifts to the State
Example: For the past five years, your company has donated overstock equipment such as fax machines and photocopiers to a state agency for its use in carrying out state business. You would like to do so again in 2006.

An item donated for use on state property falls within the Code's definition of a gift to the state. As of April 2006, however, such gifts to the state are prohibited from regulated donors. Therefore, you are not permitted to provide the machines to the agency.

Gifts to the State
Example: It has been common practice for your company to allow employees of a particular state agency to attend a regional training event free of charge. The event facilitates their state function by providing training applicable to their job duties.

Per the General Assembly's adoption of § 1-84 (q), and subsequently Advisory Opinion 2006-3, this is no longer permissible, as it is a gift to the state provided by a regulated donor.

(Non-regulated donors may still provide gifts to the state.)



Guide for Current or Potential State Contractors

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise, for example, to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for financial gain, however inadvertent that use may be. For example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

Guide for Current or Potential State Contractors

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced;

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).



Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84 (n).

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.



Guide for Current or Potential State Contractors

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

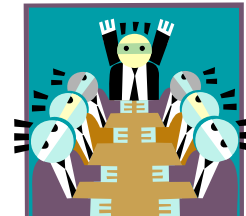
This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Department of Administrative Services.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.



Portal

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting by January 1, 2007.

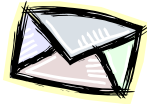
The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

Guide for Current or Potential State Contractors

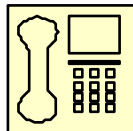
FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660



T: 860/566-4472
F: 860/566-3806
www.ct.gov/ethics



Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov

Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov

Public official filing/reporting questions: SFI.OSE@ct.gov

Enforcement questions: Ethics.Enforcement@ct.gov

All other inquiries: ose@ct.gov



ATTACHMENT C

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

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

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

STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

CONTRACT COMPLIANCE PACKAGE

CONTENTS

I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.
 1. Notification to Bidders Form
 2. Bidder Contract Compliance Monitoring Report
- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
- Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
- Department of Economic and Community Development, C.G.S. Section 32-9n
- Commission on Human Rights and Opportunities, C.G.S. Sections 46a-56 and 46a-68
- Commission on Human Rights and Opportunities Administrative Regulations Sections 46a-68j-21 through 46a-68j-43 and Sections 46a-68k-1 through 46a-68k-8.

I.

**CONTRACTOR/GRANTEE
CONTRACT COMPLIANCE REQUIREMENTS**

OFFICE OF POLICY AND MANAGEMENT

CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- 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;
- 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
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information (see Section II. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.

II.

BIDDER'S PACKET

OFFICE OF POLICY AND MANAGEMENT

**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.

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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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PLEASE COMPLETE REVERSE SIDE

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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III.

**PERTINENT STATUTES
AND REGULATIONS**

OF THE

STATE OF CONNECTICUT

CONNECTICUT GENERAL STATUTES
*Current through Gen. St., Rev. to 1-1-05***

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS	
Statute Hyperlink	Description
§ 4a-60.	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
§ 4a-60a.	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
DEPARTMENT OF ADMINISTRATIVE SERVICES	
Statute Hyperlink	Description
§ 4a-60g	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
§ 4a-60h	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
§4a-60i	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
§4a-60j	(Formerly § 32-9h) Time for payment of contractors.
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	
Statute Hyperlink	Description
§32-9n	Office of Small Business Affairs.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES	
Statute Hyperlink	Description
§ 46a-56	Commission duties.
§ 46a-68c	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.

Statute Hyperlink	Description
§ 46a-68d	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
§ 46a-68e	Contractors and subcontractors required to file compliance reports.
§ 46a-68f.	Compliance reports to include labor union practices.
§ 46a-68g.	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
§ 46a-68h.	Hearing re: noncompliance.
§ 46a-68i.	Right of appeal.
§ 46a-68j	Regulations.

and

REGULATIONS OF CONNECTICUT STATE AGENCIES
*Current with materials published in Conn.L.J. through 9-23-97.***
TITLE 46A. HUMAN RIGHTS
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE

- § 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

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CONTRACT COMPLIANCE

PART I. DEFINITIONS AND GENERAL PROVISIONS

Sec. 46a-68j-21. Definitions

As used in Sections 46a-68j-21 to 46a-68j-43 inclusive:

(1) "Affirmative action" means positive action, undertaken with conviction and effort, to overcome the present effects of past discriminatory practices, to achieve the full and fair participation of women and minorities in contract and employment opportunity, and to assure that qualified minority business enterprises enter the economic mainstream of this state's economy. Additionally, "affirmative action" shall mean the responsibility of contractors to develop and implement strategies to achieve equality of contracting and employment opportunity as required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes, as amended by Sections 3 and 4, respectively, of Public Act 89-253;

(2) "Agency" means the state or any political subdivision of the state other than a municipality;

(3) "Awarding agency" means an agency which has awarded or granted a contract subject to Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(4) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes as amended by Section 1 of Public Act 89-332;

(5) "Contract" means any agreement, written or otherwise, between any person and an awarding agency for goods or services;

(6) "Contract compliance requirements" or "contract compliance statutes" means, if the awarding agency is the state, both Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes; and, if the awarding agency is a political subdivision of the state other than a municipality, but not the state, only Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(7) "Contractor" means a party to a contract with an awarding agency, and includes a contractor's agents, successors, assigns or any other present or future enterprise sharing one or more of the following characteristics with the contractor: (a) interlocking directorships; (b) interrelation of operations (c) common management; (d) common control of labor relations, (e) common ownership of stock, equipment or materials; (f) common financial control of operations; or (g) any other factor evidencing such intermingling of affairs that it is unjust to recognize the separate existence of otherwise nominally, independent entities. In addition to the foregoing, the word "contractor" shall include a subcontractor if the awarding agency is the state or if the contract is for a public works project;

(8) "Discriminatory practice" means the violation of law referred to in Section 46a-51 (8) of the Connecticut General Statutes;

(9) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(10) "Good faith efforts" means, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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(11) "Minority business enterprise" means a business meeting the criteria set forth in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253;

(12) "Party" means a person having a legal or property interest in a contract;

(13) "Person" means one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers and the state and all political subdivisions and agencies thereof;

(14) "Political subdivision of the state" means a body politic and corporate or other public instrumentality exercising some portion of the sovereign power of the State of Connecticut;

(15) "Protected Group" means those classes or groups of persons specified in and protected by either applicable state or federal antidiscrimination laws, except that, for affirmative action purposes, the limitations set forth in Section 46a-61 of the Connecticut General Statutes shall apply;

(16) "Public works contract" or "public works project" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253;

(17) "Reasonable technical assistance and training" means, but is not limited to, the extension of the following kinds of support services by contractor to a minority business enterprise: providing assistance in bidding and estimating costs of projects, goods or services; providing equipment or skilled personnel, under the direction and control of the minority business enterprise, to allow such enterprise either to bid on or complete a project or to obtain or supply goods or services; or any advice, assistance or training of a similar character designed to allow the minority business enterprise to enter into or fulfill contractual obligations;

(18) "State" means the state of Connecticut including each agency, department, board, commission or council thereof but not any political subdivision of the state or a municipality;

(19) "Subcontract" means any agreement subordinate to another contract, written or otherwise, between a party to the original contract and one who is not a party to that contract;

(20) "Subcontractor" means a party to a subcontract with a contractor who has agreed to provide some or all of the goods and services the original contractor is required to provide;

(21) "Support data" means statistical data, books and records of account, personnel files and other materials and information regarding compliance with antidiscrimination and contract compliance statutes;

(22) "Technical assistance and training" means the financial, technical or other resources traditionally unavailable to minority business enterprises that a contractor extends to enable such enterprises to compete in the market place as any other contractor, such assistance being provided by the contractor in such a way and in such a manner as not to compromise or impair the integrity of such enterprises as legitimate minority businesses fully meeting the requirements of Section 4a-60 of the Connecticut General Statutes.

Sec. 46a-68j-22. Nondiscrimination clause

(a) Every contract or subcontract subject to contract compliance requirements shall contain the covenants required by Section 4a-60 of Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

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(b) The contract provisions required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of the Public Act 89-253, shall be an implied term of every contract to which an awarding agency is a party, regardless of whether they are expressly incorporated into the contract.

(c) Failure to include the contract provision required by Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, in a contract or subcontract subject to contract compliance requirements, or ignorance of contract compliance requirements shall not excuse a party from complying with the mandates expressed in Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes.

PART II. OBLIGATIONS OF CONTRACTORS

Sec. 46a-68j-23. Obligations of contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

(1) comply fully with all federal and state antidiscrimination and contract compliance laws, and shall not discriminate or permit a discriminatory practice to be committed;

(2) cooperate fully with the commission;

(3) submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the commission;

(4) provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;

(5) make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;

(6) maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;

(8) make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter relating to a contract compliance review;

(9) include a provision in all subcontracts with minority business enterprises requiring that the minority business enterprise provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met; and

(10) undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

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Sec. 46a-68j-24. Utilization of minority business enterprises

(a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

(b) Contractors shall certify under oath to the commission and the awarding agency that minority businesses selected as subcontractors and suppliers of materials meet the criteria for minority business enterprises set out in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, if such businesses are not currently registered with the department of economic development and if the contractor wishes the commission to consider favorably the selection of an unregistered minority business enterprise in the evaluation of the contractor's good faith efforts. If the contractor does not wish the commission to consider its selection of an unregistered minority business enterprise in its evaluation of the contractor's good faith efforts, no certification need be made. The commission shall accept the registration of a minority business enterprise by the department of economic development, unless the commission determines, pursuant to Section 46a-68j-35, or from information received pursuant to Section 46a-68e of the Connecticut General Statutes that an enterprise fails to meet the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253. Pursuant to Section 46a-77 of the Connecticut General Statutes, the department of economic development and other interested state agencies shall cooperate with the commission to assure that a uniform and complete list of legitimate minority business enterprises is maintained to promote the full and fair utilization of such enterprises in all contracts subject to minority business enterprise requirements.

(c) Where the awarding agency is the state or where the contract awarded is for a public works project, the commission, in its evaluation of a contractor's good faith efforts, may require that a minority business enterprise selected as a subcontractor or supplier of materials provide the commission with such information on its structure and operations as the commission finds necessary to make an informed determination as to whether the standards contained in Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, have been met. If the minority business enterprise, whether registered or not registered with the department of economic development, fails to provide the commission with the required information and the contractor fails to demand performance by the subcontractor, the commission shall not consider such enterprise in its evaluation of the contractor's good faith efforts.

(d) Awarding agencies shall carefully monitor the contractor's selection of subcontractors and suppliers of materials to ensure compliance with Section 32-9e of the Connecticut General Statutes and Section 46a-68-35 (b). The awarding agency's obligation to monitor the contractor's actions shall be a continuing one, and failure to do so shall be deemed a failure to cooperate with the commission.

(e) The commission shall monitor a contractor's good faith efforts in the same manner provided for monitoring a contractor's compliance with antidiscrimination and contract compliance statutes.

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Sec. 46a-68j-25. Affirmative action obligations of contractors required to file plans pursuant to Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253

(a) In addition to the obligations of Section 46a-68j-23, and 24, a contractor subject to the requirements of Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-27. Such plan shall be filed with the commission within thirty (30) days of the date the contract is awarded. For good cause shown, the commission may extend the time for filing the plan. No plan shall be considered a plan unless and until it is approved by the commission. Plans shall contain the following elements more particularly described in Section 46a-68j-27:

- (1) policy statement;
- (2) internal communication;
- (3) external communication;
- (4) assignment of responsibility;
- (5) organizational analysis;
- (6) work force analysis;
- (7) availability analysis;
- (8) utilization analysis;
- (9) hiring/promotion goals and timetables; and
- (10) concluding statement and signature.

(b) A contractor currently operating an affirmative action program pursuant to an approved affirmative action plan containing substantially all the elements listed in Section 46a-68j-25 (a) may apply to the commission for permission to file that plan in lieu of the plan elements described in Section 46a-68j-27. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why such plan should be accepted by the commission. The commission may accept as substantially equivalent any plan prepared in accordance with and fully meeting the requirements of:

- (1) 41 CFR Part 60-2, if the contractor is a nonconstruction contractor;
- (2) 41 CFR Part 60-4, if the contractor is a construction contractor;
- (3) the guidelines on affirmative action appearing at 29 CFR Sections 1608.1 through 1608.12, inclusive;
- (4) Sections 46a-68-1 through 46a-68-73, inclusive, of the Regulations of Connecticut State Agencies; or;
- (5) the terms of any other regulation, order or decree deemed by the commission to meet affirmative action requirements.

The commission shall not unreasonably withhold acceptance of alternative plans meeting the standards of Section 46a-68j-25 (a). The Commission may also accept, as complying with the requirements of Section 46a-68j-25 (a), an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, disapprove, or approve in part and disapprove in part any plan so submitted. An approved plan must:

- (1) contain all the elements required by Section 46a-68j-25 (a), or acceptable equivalent provisions;

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(2) comply with the particulars of Section 46a-68j-27 or appropriate substitute rules for the development of affirmative action plans contained in Section 46a-68j-25 (a); and

(3) demonstrate that the contractor's work force favorably reflects the composition of workers in the relevant labor market area or that the goals and timetables contained in the plan are likely to achieve such result.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved.

(d) If the commission disapproves an affirmative action plan in whole or in part, it shall notify the contractor in writing within ten (10) days of the disapproval. The notice shall state the reason for disapproval and may provide proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan within thirty (30) days of the date the notice of disapproval is mailed by the commission. If the new or amended plan is disapproved, the commission may take appropriate action to obtain compliance with Section 46a-68c of the Connecticut General Statutes.

(e) The commission may monitor a contractor's implementation of its affirmative action plan at any time and may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68c of the Connecticut General Statutes, as amended by Section 3 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

Sec. 46a-68j-26. Affirmative action obligation: of contractors required to file plans pursuant to Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253

(a) In addition to the obligations of Sections 46a-68j-23, 46a-68j-24 and 46a-68j-25, a contractor subject to the requirements of Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253, shall develop and implement an affirmative action plan conforming to Section 46a-68j-28. Such plan shall be filed with the commission within thirty (30) days after a bid has been accepted by an awarding agency, or an advance of or at the same time as the bid is submitted, as the contractor elects. For good cause shown, the commission may extend the time for filing a plan, provided that the awarding agency agrees in writing to withhold two per cent of the total contract price per month until the plan is filed and approved by the commission. No plan shall be considered a plan unless and until it has been approved by the commission. Plans shall contain all elements listed in Section 46a-68j-25, as well as the following elements more particularly described in Section 46a-68j-28:

- (1) employment analysis;
- (2) subcontractor availability analysis;
- (3) minority business enterprises goals and timetables;
- (4) program goals and timetables; and
- (5) minority business enterprises assistance and innovative programs.

(b) Any contractor currently operating an affirmative action program pursuant to an affirmative action plan containing substantially all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) may petition the commission for permission to file that plan in lieu of the plan otherwise required. An application to file such plan shall be in writing, with a copy of the proposed plan attached to the application, describing why the plan

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should be accepted by the commission. The commission may accept as substantially equivalent any plan meeting the requirements of Section 46a-68j-25 (b), provided that the plan or any supplements to it address all areas otherwise required by Sections 46a-68j-25 (a) and 46a-68j-26 (a). The Commission may also accept as substantially equivalent an affirmative action plan approved in the manner provided for in Section 46a-68k of the Connecticut General Statutes and Sections 46a-68k-1 through 46a-68k-8.

(c) The commission shall review affirmative action plans within sixty (60) days of receipt from the contractor. The commission may approve, approve with conditions or reject any plan so submitted. In addition to the standards announced in Section 46a-68j-25 (c), an approved plan must:

(1) demonstrate a full and fair commitment to the utilization of minority business enterprises as subcontractors and suppliers of materials.

The commission shall issue a certificate of compliance to a contractor when its affirmative action plan has been approved and shall notify the agency that the contract may be awarded.

(d) If a plan does not meet the standards for an approved plan, the commission may either disapprove or conditionally approve the plan. The commission shall notify the contractor and agency intending to award the contract in writing within ten (10) days of the disapproval or conditional approval. The notice shall state the reason for the commission action and may set forth proposals necessary to bring the plan into compliance. The contractor shall submit a new or amended plan, or provide written assurances that it will amend its plan to conform to affirmative action requirements, within thirty (30) days of the date the notice is mailed by the commission. If the new or amended plan is disapproved, and the contractor fails to provide written assurances that it will amend its plan, the commission may take appropriate steps to obtain compliance with Section 46a-68d, 46a-68j-26d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253 including a recommendation that the contract not be awarded, as the case may be.

(e) The commission may conditionally approve a plan only if:

(1) the plan contains all the elements listed in Sections 46a-68j-25 (a) and 46a-68j-26 (a) or equivalent authority accepted by the commission;

(2) the plan meets a majority of the criteria for approval under Sections 46a-68j-25 (c) and 46a-68j-26 (c);

(3) the contractor provides written assurances that it will amend its plan to conform to commission proposals submitted in accordance with Section 46a-68j-25 (d) to meet affirmative action requirements;

(4) the contractor promises to pledge its best good faith efforts to implement the commission's proposals within agreed upon timetables; and

(5) the contractor takes appreciable steps to implement at least some of the commission's proposals as a token of its commitment to achieve compliance prior to providing written assurances to the commission.

The commission shall closely monitor any contractor granted conditional approval of its affirmative action plan, and shall take all necessary action to assure that the contractor continues to meet affirmative action requirements. If a contractor fails to abide by its written assurances, the commission shall take appropriate action, including notifying the contractor and awarding agency that the commission has revoked its conditional approval or approval of the plan and that the agency should withhold

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payment to the contractor as provided for in Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253.

(f) At any time after the commission grants conditional approval of an affirmative action plan, a contractor may apply for full approval of the plan. An application for approval shall be in writing and shall state what action the contractor has taken to meet affirmative action requirements. The commission shall evaluate an application for approval of an affirmative action plan according to the procedures outlined in Sections 46a-68j-25 (c) and 46a-68j-26 (c). The commission shall notify the contractor and agency within ten (10) days of its decision. The commission shall treat such an application for approval as a new plan, and may approve, approve with conditions or disapprove the request.

(g) The commission shall closely monitor the implementation of affirmative action plans required by Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. The commission may request, in the manner provided for in Section 46a-68j-33 (b), any and all information and support data relating to compliance with Section 46a-68d of the Connecticut General Statutes, as amended by Section 4 of Public Act 89-253. In conducting such a review, the commission may employ the review and monitoring authority vested in it in Sections 46a-68j-34 to 46a-68j-36, inclusive.

Sec. 46a-68j-27. Elements of plans required by Section 46a-68c of the Connecticut General Statutes as amended by Section 3 of Public Act 89-253

Affirmative action plans required by Sections 46a-68c and 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) policy statement. The policy statement shall be signed and dated by the contractor: (A) identifying the individual assigned affirmative action responsibilities; (B) affirming the contractor's commitment to achieve equal employment opportunity through affirmative action; and (C) pledging the contractor's best good faith efforts to attain the objectives of the plan;

(2) internal communication. The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its work force;

(3) external communication. The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements;

(4) assignment of responsibility. The contractor shall designate affirmative action responsibilities to an affirmative action officer. In addition to his or her other duties, the affirmative action officer shall: (A) develop, implement and monitor progress on the contractor's affirmative action plan; (B) acquaint workers with their specific responsibilities under the plan; (C) initiate and maintain contact with unions, recruiting sources and organizations serving members of protected groups concerning the achievement of affirmative action requirements; and (D) conduct meetings and orientation sessions, as necessary, to advise workers and management of the goals of

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the plan. The plan shall report all activity taken by the affirmative action officer to achieve these objectives;

(5) organizational analysis. As a preparatory step to the work force analysis, the contractor shall list each job title as it appears in collective bargaining agreements, job specifications or payroll records, ranked from the lowest to the highest paid. Job titles shall be listed by department or other organizational unit.

For lines of progression, the plan shall indicate the order of jobs through which a worker may advance. Job titles without a line of progression shall be listed separately;

(6) work force analysis. For each job title identified in the organizational analysis, the plan shall report: (A) the total number of incumbents; (B) the total number of male and female incumbents; and (C) the total number of male and female incumbents in each of the following groups: (i) whites; (ii) blacks; (iii) Hispanics; and (iv) others;

(7) availability analysis. As a preparatory step to determining whether minorities and females are fairly utilized in the work force, the contractor shall: (A) conduct an analysis which (i) examines the job content of each job title; (ii) identifies a relevant labor market area for each job title; and (iii) matches each job title to the most similar job title in the data source consulted; and (B) calculate the availability of groups identified in Section 46a-68j-27 (6) from: (i) employment figures in the relevant labor market area; (ii) unemployment figures in the relevant labor market area; (iii) the availability of promotable and transferable persons in the contractor's work force; (iv) the availability of persons having requisite skills in an area in which the contractor can reasonably recruit; (v) the existence of training institutions or apprenticeship programs capable of training persons in the requisite skills; (vi) the availability of minority business enterprises as subcontractors and suppliers of materials; (vii) the degree of technical assistance the contractor is able to provide to minority business enterprises; and/or (viii) any other relevant source;

(8) utilization analysis. To determine whether minorities and females are fully and fairly utilized, the plan shall compare the representation of these groups in the work force, taken from Section 46a-68j-27 (6), with the availability of such persons for employment, calculated in Section 46a-68j-27 (7).

To determine the expected number of minorities and females, the contractor shall multiply the total number of workers in a job title by the representation of each group listed in Section 46a-68j-27 (6) (C), with the availability of each group expressed as a decimal.

Comparison of the resulting figure to the figures obtained from Section 46a-68j-27 (6) will yield a conclusion that a group in the work force is over utilized, under utilized or at parity when compared to the availability of minorities and females for employment. The plan shall set forth the results of all computations and conclusions on the utilization of minorities and females in the work force.

(9) goals and timetables. For each instance of under utilization in the work force, the contractor shall set goals to increase the representation of minorities and females among its workers. Goals shall not be rigid quotas which must be met at any cost, but shall be significant, measurable and attainable objectives with timetables for completion. In establishing the length of timetables, the contractor shall consider the anticipated expansion, contraction and turnover of the work force and the results which may reasonably be expected from putting forth every good faith effort to make the affirmative action plan an effective instrument for achieving equal employment opportunity; and

(10) concluding statement and signature. Affirmative action plans shall contain a concluding provision signed and dated by the contractor stating that the contractor: (A) has read the plan and that the contents of the plan are true and correct to the best of his

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or her knowledge and belief; and (B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253

In addition to the elements in Section 46a-68j-27, affirmative action plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

(1) employment analysis. The contractor shall undertake a comprehensive review of the employment process to identify policies and practices that build in or perpetuate barriers to equal employment opportunity. Where applicable, the following factors shall be addressed: (A) job qualifications; (B) job specifications; (C) recruitment practices; (D) personnel policies; (E) job structuring; (F) training and apprenticeship programs; (G) subcontracting practices; and (H) layoff and termination policies. The plan shall report what activities were undertaken to identify barriers to equal employment opportunity;

(2) subcontractor availability analysis. When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the department of economic development, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

(3) minority business enterprise goals and timetables. Based upon the availability of minority business enterprises calculated in Section 46a-68j-28 (2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The plan shall detail what steps it took to make such opportunities available;

(4) program goals and timetables. Where the employment analysis has identified barriers to equal employment opportunity, the contractor shall design specific corrective measures in the form of program goals to eliminate the barriers. Goals shall be accompanied by timetables designed to achieve compliance with affirmative action objectives within the shortest reasonable limits possible. The plan shall describe all actions taken to identify problem areas and realize program goals; and

(5) minority business enterprise assistance and innovative programs. Consistent with Sections 46a-68j-21 (17) and 46a-68j-21 (22), the contractor shall develop programs to assist minority business enterprises in entering the economic mainstream. The plan shall detail what programs the contractor has created to accomplish this endeavor.

Sec. 46a-68j-29. Exempt contractors and subcontractors

(a) A contractor meeting the following requirements may at any time apply to the commission for exemption from contract compliance requirements and the commission may exempt a contractor if:

(1) the contractor has been found in compliance with antidiscrimination or contract compliance statutes, as provided for in Section 46a-68j-32 (c).

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- (2) the work to be performed under the contract is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved;
- (3) the contract awarded is for less than \$10,000.00;
- (4) the number of workers employed by the contractor or subcontractor to perform the contract totals twenty-five (25) or less; or
- (5) the contractor is a sole source provider of goods or services not readily available and the benefit to the state greatly outweighs contract compliance considerations.

(b) A contractor meeting the following requirements may at any time apply to the commission for partial exemption from contract compliance requirements and the commission may exempt a contractor if:

- (1) the contractor maintains facilities which are in all respects separate and distinct from activities related to the performance of the contract;
- (2) the contract involves a subcontract meeting the criteria set forth in Section 46a-68j-29 (a).

(c) An application for exemption or partial exemption shall be in writing and shall identify the subpart or subparts of Section 46a-68j-29 (a) or 46a-68j-29 (b) the contractor relies upon to qualify for exemption. The application shall be accompanied by such support data as is necessary to fully document the validity of the request. Pursuant to Section 46a-68e of the Connecticut General Statutes, the commission may from time to time require that additional information be provided. The commission shall not approve an application unless the support data convincingly demonstrates that the contractor qualifies for exemption from contract compliance requirements. The commission shall notify the contractor and awarding agency of its determination within thirty (30) days of its receipt of the application or additional support data, whichever is later.

(d) a contractor or subcontractor may petition the commission for exemption from the requirements of Section 4a-60 (e) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253, and the commission may exempt a contractor or subcontractor if:

- (1) the total value of any subcontractor subcontracts awarded within one fiscal year or calendar year from the date the initial subcontract is awarded is less than ten thousand (\$10,000.00) dollars;
- (2) the contractor and subcontractor are bound by a contractual relationship which was entered into prior to the awarding of the contract with the state for goods or services substantially identical to the goods or services required to fulfill the contractor's obligations to the state, and performance of the subcontractor's responsibilities under the state contract are incidental to the preexisting contract;
- (3) the subcontractor does business outside the state and is not otherwise subject to the laws of the State of Connecticut;
- (4) the commission, pursuant to Section 46a-68j-29, has exempted the contract from contract compliance requirements;
- (5) the subcontractor has developed and implemented an affirmative action plan or promises to develop and implement such a plan, or submits such support data to convince the commission that such a plan is not needed to achieve equal employment opportunity;
- (6) the number of workers employed by the subcontractor or any subcontractor thereto to perform the subcontract to the contractor totals less than twenty-five (25); or

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(7) the benefit to the state greatly outweighs the commission's interest in obtaining compliance with Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

PART III. OBLIGATIONS OF AWARDING AGENCIES

Sec. 46a-68j-30. Obligations of awarding agencies

Every agency awarding a contract subject to contract compliance requirements shall:

(1) consult the Connecticut Law Journal pursuant to Section 46a-68j-41, before awarding a contract to ascertain that a potential contractor has not been issued a notice of noncompliance;

(2) if the awarding agency is the state or if the contract is for a public works project, consult the list of minority business enterprises prepared by the department of economic development or the list of such enterprises maintained by other agencies and monitor the contractor's choice of subcontractors and suppliers of materials;

(3) comply fully with all federal and state antidiscrimination laws and regulations including, if the awarding agency is required to file an affirmative action plan with the commission, Section 46a-68-35;

(4) cooperate fully with the commission;

(5) submit periodic reports of its employment and contracting practices in such form, in such a manner and at such a time as may be prescribed by the commission;

(6) maintain full and adequate support data for a period of two (2) years from the date the record is made or the date the contract was executed, whichever is later, provided that this requirement shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;

(7) make available for inspection and copying any support data requested by the commission, and make available or interview any agent, servant, employee or other person having knowledge of any matter concerning the investigation of a discriminatory practice complaint or relating to a contract compliance review;

(8) notify all bidders, on a form developed by the commission, that the contract to be awarded is subject to contract compliance requirements;

(9) aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials;

(10) consider, as bearing upon the responsibility and qualification of a bidder to meet its contract compliance requirements, the following factors:

(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, inclusive;

(C) the bidder's promise to develop and implement a successful affirmative action plan;

(D) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area;

(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises; and

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(11) report, as Part of its affirmative action plan under Section 46a-68-49, all efforts and activity directed to awarding a fair proportion of its contracts to minority business enterprises; and

(12) under such other reasonable activities or efforts as the commission may prescribe

Sec. 46a-68j-31. Notification of contract awards by awarding agency

(a) An awarding agency shall notify the commission of all contracts subject to contract compliance requirements within ten (10) days of the date the contract is executed. Notice of the contract award shall be on a form provided by the commission and include:

(1) the name, address, telephone number and principal place of business of the contractor;

(2) total number of employees of the contractor (if known);

(3) if the awarding agency is the state or if the contract is for a public works project, the name, address, telephone number and principal place of business of each subcontractor;

(4) if the awarding agency is the state or if the contract is for a public works project, a statement as to how the criteria contained in Section 46a-68j-30 (a) (10) were applied in the selection of the successful bidder, and a statement as to what agreement, if any, was reached between the contractor and awarding agency to assure that the contractor will satisfy the contract compliance requirements contained in the contract;

(5) a statement whether the contract is a public works contract;

(6) the duration of the contract;

(7) the dollar value of the contract; and

(8) the name, job title, address and telephone number of the person at the awarding agency whom the commission may contact if further information is required.

(b) an awarding agency shall not be required to report contracts otherwise subject to contract compliance requirements if the contract awarded is:

(1) for commodities or goods in the amount of \$3,000.00 or less; or

(2) for leases, rental or personal service agreements in the amount of \$4,000.00 or less.

(c) Failure to comply with the requirements of Section 46a-68j-31 (a) shall be deemed a failure to cooperate with the commission.

Sec. 46a-68j-32. Contract monitoring reports

(a) Upon notification by an awarding agency, the commission shall forward a contract monitoring report form to each contractor identified pursuant to Section 46a-68j-31 as a contractor under contract to the state or a political subdivision of the state other than a municipality. Each contractor so identified shall provide full and complete information on the contractor's employment practices and procedures related to compliance with antidiscrimination and contract compliance statutes. Contract monitoring reports shall be filed with the commission within thirty (30) days from the date the form is received by the contractor. Forms shall be considered received by the contractor on or before the

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third day after the date the form is mailed by the commission, unless the contractor establishes otherwise.

(b) For good cause shown, the commission may grant an extension of time for submission of a contract monitoring report. Requests for extensions of time shall be made in writing within the time that the report form is otherwise scheduled to be provided, and shall set forth specific reasons for requesting the extension.

(c) The commission shall excuse a contractor from the requirements of this Section, if the commission has determined that the contractor is in compliance with state or federal antidiscrimination and contract compliance statutes, provided that the commission's determination of compliance has been made within one (1) year preceding the date the commission is notified, pursuant to Section 46a-68j-31, that a subsequent contract has been awarded to the same contractor. It shall be the responsibility of the contractor to provide evidence demonstrating that it has been found to be in compliance with either state or federal antidiscrimination and contract compliance statutes by an agency of competent authority. For other good and compelling reason, the commission may likewise excuse a class or classes of contractors from the requirements of this section.

(d) Failure to fully complete a contract monitoring report form within the designated time shall be a violation of Section 4a-60 of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-253.

PART IV. REVIEW AND MONITORING

Sec. 46a-68j-33. Desk audit review

(a) The commission shall review contract monitoring report forms received pursuant to Section 46a-68j-32 to assess the contractor's conformance with antidiscrimination and contract compliance statutes.

(b) The commission may require contractors to provide such other and further information to assess the contractor's conformance with antidiscrimination and contract compliance statutes. Requests for additional information shall be made in writing and shall describe the information sought. The provisions and time limitations of Section 46a-68j-32 shall govern the treatment of requests for additional information.

(c) Contractors determined to be in conformance with antidiscrimination and contract compliance statutes, based upon a review of the contract monitoring report and any other information provided pursuant to this section, shall be notified in writing by the commission. A copy of the notice shall be sent to the awarding agency.

(d) The commission's determination that a contractor is in conformance with antidiscrimination or contract compliance statutes shall not preclude a determination that a discriminatory practice has been committed in a proceeding under Chapter 814c of the Connecticut General Statutes, as amended or in a proceeding under the laws of the United States of America.

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Sec. 46a-68j-34. Field review

(a) The commission may conduct a field review:

- (1) whenever review of a contract monitoring report form suggests that a contractor may be in violation of antidiscrimination or contract compliance law;
- (2) if information submitted pursuant to Section 46a-68j-32 suggests that a contractor may be in violation of antidiscrimination or contract compliance law; or
- (3) to determine or verify that a contractor is in compliance with antidiscrimination or contract compliance law.

(b) In the event that the commission elects to conduct a field review, the commission shall notify the contractor in writing that a field review shall be conducted. Such notice shall recite the date that the commission intends to meet with the contractor to review its employment policies and procedures. A copy of the notice shall be sent to the awarding agency. If additional meetings are necessary, the commission shall so advise the contractor and shall specify the date or dates of such meetings.

(c) A field review may consist of, but is not limited to, one or more of the following:

- (1) a review with the contractor of the contract monitoring report form or other information provided the commission pursuant to Section 46a-68j-32;
- (2) a review of personnel records, applications, job descriptions, payroll records and other support data that the commission deems necessary to evaluate the contractor's conformance with antidiscrimination or contract compliance statutes;
- (3) an observation of the contractor's work force made by touring the contractor's facility or construction site at a reasonable time and in a reasonable manner;
- (4) an interview with persons employed by the contractor to elicit their knowledge of the contractor's employment policies and practices;
- (5) contact with community groups in the labor market area to determine whether such organizations are notified of job openings by the contractor;
- (6) a review of the contractor's subcontracting policies and practices;
- (7) a review of the contractor's efforts to accomplish the goals set out in a letter of commitment signed by the contractor pursuant to Section 46a-68j-36;
- (8) where applicable, an evaluation of the contractor's compliance with the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
- (9) where the contractor is a state agency, an evaluation of the contractor's compliance with the Affirmative Action by State Government regulations, Sections 46a-68-31 to 46a-68-73, inclusive; and/or
- (10) a request for additional information concerning the contractor's conformance with antidiscrimination or contract compliance statutes.

Sec. 46a-68j-35. Conformance review

(a) After all relevant information has been assembled, the commission shall conduct a review to assess the contractor's conformance with antidiscrimination or contract compliance statutes. The commission shall notify the contractor of its findings within sixty (60) days of the date the commission completes its final field review or receives additional information from the contractor pursuant to Section 46a-68j-34, whichever is

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later. Notice of the commission's assessment shall include the basis for the finding. A copy of the notice shall be sent to the awarding agency by the commission.

(b) When a review indicates that the contractor is not in conformance with antidiscrimination or contract compliance statutes, the commission shall propose specific steps that the contractor must take within specific timetables to correct the deficiencies identified in the review. Such steps may include but are not limited to, the following:

- (1) elimination of employment barriers which may have the effect of discriminating against members of protected groups;
- (2) development and implementation of a program to enhance employment opportunities for members of protected groups;
- (3) affirmative advertising, recruitment and training programs for members of protected groups;
- (4) where applicable, the development and implementation of an apprenticeship program pursuant to the Equal Employment Opportunity in Apprenticeship and Training regulations, Sections 46a-68-1 to 46a-68-17, inclusive;
- (5) submission of support data to the commission for a specified period of time to ensure that progress is being made in achieving equal employment and program objectives;
- (6) restructuring of the contractor's employment and subcontracting policies, patterns and practices; or
- (7) establishment of training programs to train and accelerate upward mobility of members of protected groups, when a determination has been made that such persons are under represented in the work force.

Sec. 46a-68j-36. Letters of commitment; monitoring

(a) A contractor may, within thirty (30) days after notice of the commission's finding is received, accept in writing the commission's proposals to achieve conformance with the law. Acceptance of the commission's proposals shall be made in a letter of commitment in which the contractor shall pledge to make every good faith effort to attain conformance with the law within the timetables set out in the notice. A copy of the letter of commitment shall be sent to the awarding agency by the commission.

(b) If a contractor refuses to adopt or does not adopt the commission's proposals, the commission and contractor may meet and attempt to resolve any outstanding differences. An agreement thus reached shall be reduced to a letter of commitment signed by the contractor and a representative of the commission. Such letter shall pledge the contractor to make every good faith effort to achieve conformance with antidiscrimination and contract compliance statutes within the timetables set out in the letter of commitment. A copy of the letter shall be sent to the awarding agency by the commission.

(c) The commission shall closely monitor a contractor's efforts to achieve the goals within the timetables set out in a letter of commitment.

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Sec. 46a-68j-37. Cooperation with interested persons

The commission shall seek the cooperation of federal, state and local governmental agencies, business, labor and other interested persons to effectuate the purpose of Sections 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes.

Sec. 46a-68j-38. Delegation of authority

To assure effective and efficient implementation and enforcement of Section 4a-60, as amended by Section 2 of Public Act 89-253, and 46a-71 (d) of the Connecticut General Statutes and Sections 46a-68j-21 to 46a-68j-43, inclusive, the commission finds that it is necessary to delegate certain duties and responsibilities to its staff. Accordingly, pursuant to Section 46a-54 (3) of the Connecticut General Statutes, the commission delegates and assigns the following responsibilities and duties:

(1) the staff shall review contract monitoring report forms filed with the commission to determine compliance with antidiscrimination and contract compliance statutes;

(2) the staff shall, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor or subcontractor is not complying with antidiscrimination or contract compliance statutes, make recommendations concerning any other action the commission should undertake to assure compliance;

(3) the staff shall monitor the implementation of letters of commitment to determine the progress achieved by contractors or subcontractors in attaining compliance with antidiscrimination or contract compliance statutes;

(4) the staff shall initiate contact and coordinate activities with contract compliance personnel in accordance with Section 46a-68j-37; and

(5) the executive director of the commission shall supervise staff activities pursuant to this delegation of authority and report to the commission on the activities undertaken, results achieved and problems encountered pursuant to this delegation of authority, and make recommendations for appropriate commission or legislative action where advisable.

Sec. 46a-68j-39. Complaints

(a) The commission may issue a complaint in accordance with Section 46a-82 (b) of the Connecticut General Statutes if the commission has reason to believe that a person:

(1) has been engaged or is engaged in a discriminatory practice; and/or

(2) subject to contract compliance requirements, is not complying with contract compliance statutes.

(b) Any person claiming to be aggrieved by an alleged discriminatory practice may file a complaint with the commission in accordance with Section 46a-82 (a) of the Connecticut General Statutes.

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PART V. ENFORCEMENT PROCEEDINGS

Sec. 46a-68j-40. Complaint investigation; hearing; appeal

The provisions of Chapter 814c of the Connecticut General Statutes, as amended; shall govern the processing of complaints alleging a violation of Sections 4a-60, as amended by Section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and Section 46a-68j-39.

Sec. 46a-68j-41. Notice of noncompliance

(a) In addition to any other action taken, after a finding by a presiding officer pursuant to Section 46a-86 of the Connecticut General Statutes that a contractor is not complying with antidiscrimination or contract compliance statutes, the commission shall issue a notice of noncompliance. Issuance of a notice of noncompliance shall prevent a contractor from entering into any further contracts with an awarding agency, until such time as the commission determines that the contractor has adopted policies consistent with such statutes.

(b) A notice of noncompliance shall be effective upon issuance by the commission. A copy of the notice shall be sent to the awarding agency and the attorney general.

(c) The commission shall cause the names of all contractors issued a notice of noncompliance to be published in the first regular issue of the Connecticut Law Journal for the months of January, April, July and October, and shall maintain a complete and accurate list of such contractors at all times. All inquiries concerning the compliance or noncompliance of contractors shall be directed to the commission and not the commission on official legal publications. It shall be the responsibility of each awarding agency to consult the Connecticut Law Journal to ascertain whether a potential contractor is eligible to contract with the agency. Failure to consult the Connecticut Law Journal shall be deemed a failure to cooperate with the commission.

Sec. 46a-68j-42. Rescission of notice of noncompliance

(a) Within fifteen (15) days after a notice of noncompliance is issued, the contractor receiving the notice shall submit a detailed, written statement, under oath, describing the steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission shall review the verified statement within forty-five (45) days of the date the notice of noncompliance was issued to determine whether the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, thereby eliminating the conditions giving rise to issuance of the notice.

(b) If the commission determines that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes, it shall rescind the notice of noncompliance. The commission shall forward a copy of the letter rescinding the notice of noncompliance to the awarding agency and the attorney general.

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(c) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it shall refuse to rescind the notice of noncompliance. The notice of noncompliance shall remain in effect until such a time as the commission finds, pursuant to subsection (b) of this Section, that the contractor has adopted policies consistent with antidiscrimination and contract compliance statutes. The commission shall forward a copy of the letter refusing to rescind the notice of noncompliance to the awarding agency and the attorney general.

(d) If the commission determines that the contractor has not adopted policies consistent with antidiscrimination and contract compliance statutes, it may allow the contractor an opportunity to submit a supplemental written statement, under oath, describing the additional steps it has taken to achieve compliance with antidiscrimination and contract compliance statutes. The commission may permit a contractor to submit a supplemental verified statement only if all of the following conditions are met:

(1) the commission's earlier determination indicates that the steps required to bring the contractor into compliance with antidiscrimination and contract compliance statutes have been substantially implemented;

(2) the contractor, in its dealings with the commission, has expressed a general willingness to undertake such action as is necessary to bring its employment policies and practices into compliance with antidiscrimination and contract compliance statutes; and

(3) the commission will have adequate time following receipt of the verified supplemental statement to make an informed determination whether the contractor has eliminated the conditions giving rise to issuance of the certificate of noncompliance within the time frames imposed by Section 46a-56 (c) of the Connecticut General Statutes, as amended by Section 5 of Public Act 89-253. Absent such conditions, the commission shall decline to solicit or accept a verified supplemental statement from a contractor, and the notice of noncompliance shall remain in effect as provided in subsection (c) of this section.

(e) Failure to request rescission of a notice of noncompliance within fifteen (15) days after such notice is issued shall not prevent a contractor from thereafter requesting that the commission rescind the notice of noncompliance. In the event that the contractor fails to submit a verified written statement within fifteen (15) days after a notice of noncompliance is issued, the contractor shall submit, together with a verified written statement, a letter in explanation of the reasons for the delay in achieving compliance with antidiscrimination and contract compliance statutes. The commission shall determine whether the contractor adopted policies consistent with antidiscrimination and contract compliance statutes within forty-five (45) days of its receipt of the contractor's verified written statement. The provisions of this section shall apply to all statements submitted after the fifteen (15) day period for submission of a verified written statement has expired.

(f) The commission shall closely monitor the contractor's efforts to continue in compliance with antidiscrimination and contract compliance statutes.

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Sec. 46a-68j-43. Notice of adverse finding by presiding officer

(a) In addition to any other action taken, the commission may, following presiding officer pursuant to Section 46a-86 of the Connecticut General Statute complying with antidiscrimination or contract compliance statutes, notify the awarding agency or other interested persons that:

(1) a contractor is not complying with antidiscrimination or contract compliance statutes; and/or

(2) a state agency has purchased or contracted for supplies or equipment or services contrary to Section 4a-60, as amended by section 2 of Public Act 89-253, or 46a-71 (d) of the Connecticut General Statutes and that the contract or subcontract is void and of no effect.

(3) appropriate action be taken to enforce a recommendation made by the commission pursuant to Section 46a-56 (c) of the Connecticut General Statutes.

(b) Any notice issued in accordance with subsection (a) of this Section shall include a recommendation that a civil action be brought or not be brought against the administrative head of the awarding agency pursuant to Section 4a-65 of the Connecticut General Statutes to recover the costs of such order or contract.

(c) In accordance with Section 46a-77 of the Connecticut General Statutes, the commission shall request that appropriate action be taken to enforce the commission's recommendation with all necessary speed.

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APPROVAL OF CONTRACT COMPLIANCE PROGRAMS BY THE COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Sec. 46a-68k-1. Definitions

As used in Sections 46a-68k-1 through 46a-68k-8, inclusive:

(1) "Agency" means each agency, department, board and Commission of the State of Connecticut;

(2) "Commission" means the commission on human rights and opportunities created by Section 46a-52 of the Connecticut General Statutes, as amended by Section 1 of Public Act 89-332;

(3) "Contract compliance program" means a program containing formal written rules for the receipt, evaluation and monitoring of information concerning public works contracts and for enforcing compliance with legal requirements and responsibilities attendant thereto;

(4) "Contractor" means a contractor, as defined in Section 46a-68j-21 (7) for a public works contract; and

(5) "Public works contract" means a contract for public works as defined in Section 46a-68b of the Connecticut General Statutes as amended by Section 1 of Public Act 89-253.

Sec. 46a-68k-2. Contract compliance programs at least equivalent criteria for approval of programs

(a) Any contractor who is a party to a public works contract with an agency may be relieved of the requirements and responsibilities of Sections 4a-60 as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes provided that the commission determines that the contract compliance program of such agency is at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes.

(b) No contract compliance program shall be approved by the commission unless all of the following criteria are met:

(1) the agency has statutory authority to review, monitor and enforce contracting policies and practices otherwise covered by Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes;

(2) the agency actively and routinely reviews and monitors the policies and practices of contractors, subcontractors, awarding agencies and other concerns under its jurisdiction; and

(3) where the petition pursuant to Section 46a-68k-3 is for reapproval of an approved agency, the agency has established a satisfactory record of performance pursuant to Sections 46a-68k-6 and 46a-68k-7.

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Sec. 46a-68k-3. Petitions for approval

(a) Any agency may petition for approval of its contract compliance program as at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes. Petitions for approval shall be addressed to the chairperson of the commission and shall contain the following information:

(1) a detailed statement as to how the agency meets the criteria listed in Section 46a-68k-2 (b);

(2) a detailed organizational statement describing the operation of the contract compliance program, including funding and budget information, the number of employees assigned contract compliance responsibilities and the nature of their duties; and

(3) the name, job title, address and telephone number of the agency representative whom the commission may contact concerning the program.

(b) Approval of a contract compliance program by the commission shall expire on the date set forth in the memorandum of understanding between the commission and the agency pursuant to Section 46a-68k-5. Any agency may petition for reapproval of its contract compliance program at any time.

Sec. 46a-68k-4. Review of petitions; determination by commission

(a) The commission shall review each petition for approval and shall approve the petition only if the agency meets the criteria contained in Section 46a-68k-2 (b). If the commission determines that the agency meets the criteria contained in Section 46a-68k-2 (b), it shall notify the agency in writing that its contract compliance program has been approved as at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes. The commission shall approve a petition only upon the affirmative vote of a majority of its members present and voting.

(b) Where it appears from the petition that a contract compliance program does not meet the criteria contained in Section 46a-68k-2 (b), the commission shall deny the petition. The commission shall notify the agency in writing of its decision. The notice shall specify the grounds upon which the denial is based.

(c) An agency whose petition has been denied may request that the commission reconsider its determination. Requests for reconsideration shall be addressed to the chairperson of the commission and shall provide all information and documents necessary to demonstrate that the agency meets the criteria contained in Section 46a-68k-2 (b). The commission shall grant such requests only upon the affirmative vote of a majority of its members present and voting.

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Sec. 46a-68k-5. Memorandum of understanding

(a) Upon approval of a contract compliance program as at least equivalent to the requirements and responsibilities of Section 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, the commission shall meet with the agency to discuss the terms of the agreement under which the agency shall substitute its own program for that of the commission. The memorandum of understanding shall contain, at a minimum, the following provisions:

- (1) a detailed description of the agency's contract compliance program;
- (2) the length of time for which the commission has approved use of the program;
- (3) an organizational statement containing information on the amount of funds requested or budgeted to operate the program, the number of employees assigned contract compliance responsibilities and the nature of their duties;
- (4) a description of the types of contracts or the names of contractors subject to agency review;
- (5) a statement of what information the agency will report to the commission concerning its contract compliance program and the frequency of such reporting; and
- (6) such other and further terms as is necessary for the effective implementation of the agreement.

(b) A memorandum of understanding shall be signed by the commission and the agency, and shall pledge the parties to make a good faith effort to implement the agreement faithfully and for the best interests of the state.

(c) Failure of the commission and the agency to execute a memorandum of understanding within thirty (30) days of the date that the agency receives notice from the commission approving the program shall result in a forfeiture of the approval. For good cause shown, the commission may grant an extension of time to execute a memorandum of understanding. Extensions of time may be granted only upon certification to the commission from its representatives that an agreement is an immediate, likely outcome of further discussion.

Sec. 46a-68k-6. Equivalent weight accordance

(a) The commission shall accord equivalent weight to the determinations of an agency approved pursuant to Section 46a-68k-4. If the agency determination was made in full accordance with the terms of the memorandum of understanding between the agency and the commission and all applicable laws and regulations governing the agency's contract compliance program, the commission shall treat the agency's determination as if it were reached by the commission under Sections 46a-68j-21 through 46a-68j-43, inclusive.

(b) The commission may reverse the determination of an approved agency only if an independent review indicates that there is a considerable probability that the conclusion reached by the agency is against the evidence. The commission may review any such determination upon its own motion or upon the application of any person, and may reverse or modify the agency's determination upon an affirmative vote of a majority of its members present and voting.

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(c) The provisions of Section 46a-68k-6 (a) notwithstanding, the commission may at any time conduct a review of a contractor who is a party to a public works contract with a state agency. The commission shall notify the agency in writing that it intends to conduct such a review and, upon receipt of the notice, the agency shall suspend further review of the contractor under Section 46a-68k-5 unless and until the commission notifies the agency in writing that the agency's review may continue.

Sec. 46a-68k-7. Evaluation of approved programs

(a) To assure that agencies maintain standards consistent with Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, and Sections 46a-68j-21 through 46a-68j-43, inclusive, the commission shall conduct an annual review of each contract compliance program approved pursuant to Section 46a-68k-4. At a minimum, the commission shall evaluate:

- (1) the degree to which an agency's program conforms to the memorandum of understanding;
- (2) the quantity and accuracy of contract compliance reviews;
- (3) the extent to which the agency has successfully implemented proposals to increase the efficiency of its program;
- (4) the overall effectiveness of the contract compliance program; and
- (5) the extent to which the agency has cooperated with the commission the operation of its contract compliance program.

(b) Each agency shall provide the commission with all information necessary to complete the evaluation of its contract compliance program. Failure to provide the commission with complete and accurate information shall be deemed a failure to cooperate with the commission as required by Section 46a-77 of the Connecticut General Statutes. In addition to any other action taken, the commission may terminate the memorandum of understanding with the agency and revoke its approval of the agency's contract compliance program, as provided in Section 46a-68k-8.

(c) The commission shall report its findings to the agency within ninety (90) days of the date it has received all pertinent information provided pursuant to Section 46a-68k-6 (b). The commission shall include in its report a list of recommendations as to how the agency may improve the effectiveness and efficiency of its contract compliance program, together with proposed timetables for implementation of each recommendation, if any.

(d) If the commission finds that an agency's program is deficient, when measured against the criteria of Section 46a-68k-7 (a), the agency shall confirm in writing that it has accepted the recommendations and timetables proposed by the commission within fifteen (15) days of the date the agency receives the commission's report. If an agency fails or refuses to accept the commission's recommendations and timetables, it shall notify the commissioner in writing within fifteen (15) days of the date the commission's report is received. The agency may propose countermeasures and timetables to correct deficiencies noted in the commission's report. The commission and agency shall meet within ten (10) days of the commission's receipt of the agency's counterproposals to resolve outstanding differences. Any agreement between the commission and agency

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shall be in writing and shall contain timetables for its implementation. If the commission and agency are unable to agree to mutually acceptable terms, the commission may initiate proceedings to revoke its approval of the agency's contract compliance program, as provided in Section 46a-68k-8.

Sec. 46a-68k-8. Revocation of approval

(a) The commission, acting upon its own motion or the complaint of any person, may revoke its approval of any contract compliance program made pursuant to Section 46a-68k-4 if:

(1) a contract compliance program no longer meets the criteria contained in Section 46a-68k-2 (b);

(2) an agency is in violation of the terms of a memorandum of understanding entered into pursuant to Section 46a-68k-5;

(3) an agency's performance is found deficient by the commission in accordance with Section 46a-68k-7; or

(4) an agency fails to accept or implement the commission's recommendations issued as part of an annual review conducted under Section 46a-68k-7.

(b) A petition to revoke approval of an approved contract compliance program shall be filed under oath in writing and shall state what subdivision or subdivisions of Section 46a-68k-8 (a) are alleged to have been violated, together with a statement of the facts and circumstances upon which the charged violations are based. The commission shall serve a copy of the petition upon the agency by registered mail within ten (10) days of its vote to initiate revocation proceedings or within ten (10) days of its receipt of a petition; as the case may be.

(c) The agency shall file an answer to the petition within fifteen (15) days of the date it is mailed by the commission. The answer shall contain a detailed response to the allegations of the petition and shall be accompanied by such information as appropriate to rebut the charges.

(d) The commission shall carefully consider the evidence in support of and against the agency. In accordance with Section 46a-54 (9) of the Connecticut General Statutes, as amended by Section 2 of Public Act 89-332, the commission may hold a hearing, if necessary, on the question. If the evidence indicates that the agency's contract compliance program is not at least equivalent to the requirements and responsibilities of Sections 4a-60, as amended by Section 2 of Public Act 89-253; 46a-68c, as amended by Section 3 of Public Act 89-253; 46a-68d, as amended by Section 4 of Public Act 89-253; 46a-68e and 46a-68f of the Connecticut General Statutes, the commission may revoke its approval of the program by the affirmative vote of a majority of its members present and voting.

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STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
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) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:		Ext. #	HOME PHONE:
2 ND BUSINESS PHONE:		Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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 Line 1 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									

or

Employer identification number									

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

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. person (including a U.S. resident alien).

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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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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.