



**REQUEST FOR PROPOSAL  
For  
University of Connecticut,  
Division of Athletics**

**STUDENT ATHLETE LODGING, HOSPITALITY AND FOOD SERVICE  
- FOOTBALL**

**Issue Date: 2/3/2010**

**RFP# KA020310**

**Mandatory Pre-Proposal Conference**

**Friday, February 12, 2010 @ 10:00 AM (EST)**

**Proposal Due Date:**

**Monday, March 1, 2010 @ 2:00 PM (EST)**

**Vendor's Name: \_\_\_\_\_**

**Issued By: Kristin Allen  
Purchasing Agent II  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-0970  
Fax: (860) 486-5051  
Email: [kristin.allen@uconn.edu](mailto:kristin.allen@uconn.edu)**

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## SECTION 1 PROJECT OVERVIEW

- 1.1 Scope:** The University of Connecticut Purchasing Department (hereinafter referred to as the “University”) in Storrs, Connecticut is requesting proposals from experienced and qualified hotel facilities to establish a University contract to provide lodging and hospitality services to the Division of Athletics.

Purpose: The Division of Athletics desires to feed and lodge student football players off-campus prior to all home games.

Check-in time will typically be between 6:00 PM – 6:30 PM, based on hotel’s proximity to campus (Storrs). Typically, check-out will be 2 ½ hours prior to game time, based upon hotel’s proximity to Rentschler Field.

Home Games known at this point are currently scheduled for: 9/11/2010, 9/25/2010 and 10/2/2010. There will also be 3 Big East home games which have not yet been scheduled between 10/9/2010 – 12/4/2010. The complete schedule will be available in the month of March 2010.

Hotels interested in providing the required services should submit their discounted rates on the form(s) provided based on the following specifications, general terms and conditions and sample menus.

- 1.2 Contract Award:** In soliciting proposals, it is the University’s intent to establish a primary hotel facility for providing said services. However, it should be noted that if at any time service is needed and cannot be provided by the primary vendor within the desired time frame, the University reserves the right to procure services from designated secondary or tertiary respondents.
- 1.3 Term of Contract:** The initial term of any contract awarded as a result of this RFP will be for one (1) season, September 1, 2010 through December 31, 2010, with options to extend for four (4) additional one (1) season terms of parts thereof. Such intent to renew shall be conveyed in writing by the Purchasing Department to the vendor thirty (30) days prior to the effective date.
- 1.4 Prices:** All prices and/or discounts offered in response to this Request for Proposal shall remain fixed for the full term (inclusive of extensions) of the contract.
- 1.5 Price Increases:** In the event of price adjustments, these are to be negotiated between the successful proposer and the Purchasing Department. However, in the absence of extenuating circumstances, the plus/minus percentage adjustment shall not exceed the percentage increase/decrease in the United States Bureau of Labor Statistics Producer Price Index. Price adjustment negotiations shall commence six (6) months prior to the proposed implementation date and are to be completed three (3) months prior to the actual effective date of the adjustment.
- 1.6 Value:** The total expenditure for the fiscal year 2008 – 2009 was approximately \$60,000.00. Because the total volume of lodging and hospitality services to be required for the period cannot be pre-determined, any contract resulting from this RFP will not guarantee a specific amount of business or income. It should be noted that any contract resulting from this RFP will not be an “exclusive” contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.

- 1.8 Method of Award:** The award of a “Lodging and Hospitality Service” Agreement will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

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

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

- |    |  |                  |
|----|--|------------------|
| A. | Responsiveness to Specifications                         | <b>25 Points</b> |
| B. | Price  | <b>25 Points</b> |
| C. | Proximity of 35 miles to campus                          | <b>10 Points</b> |
| D. | Quality of menus based upon specifications               | <b>15 Points</b> |
| E. | Demonstrated satisfaction of previous clients/references | <b>25 Points</b> |

**Total Maximum Points Available: 100**

- ### 1.9 Estimated Timetable:

Release of RFP 2/3/2010

**Mandatory Pre-proposal Conference** **Friday, Feb. 12, 2010 @ 10:00 AM (EST)**

**At: University of Connecticut, Purchasing Dept, 2<sup>nd</sup> Floor Bid Room, Room # 200  
3 North Hillside Road, Storrs, CT**

Closing Date for Inquiries 2/19/2010

<b>Submission of RFP Due</b>	<b>Monday, March 1, 2010 @ 2:00 PM (EST)</b>
Proposer Site Visits	To be Determined
Service to Commence	9/1/2010

**Pre-Proposal Conference:** A **mandatory** pre-proposal conference will be held as stated above. The purpose of the conference is to provide an opportunity for questions and answers as required clarifying terms, conditions or specifications of the Request for Proposal.

Bidders must contact the Purchasing Agent below by written correspondence no later than Thursday, February 11, 2010 by 3:00 PM to attend the conference:

Kristin Allen  
Purchasing Agent II  
E-mail: [kristin.allen@uconn.edu](mailto:kristin.allen@uconn.edu)

**Only those firms who have attended the mandatory pre-proposal conference may submit an offer.**

## SECTION 2 TERMS AND CONDITIONS

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

- 2.1.1.**    Read and completely understands the RFP documents and attachments thereto.
- 2.1.2**    Is familiar with the conditions under which services would be provided, including availability and cost of materials and labor.
- 2.1.3**    Agreed that the offer shall be valid and irrevocable for a period of ninety (90) days from the date designated for the bid opening.

**2.2**    Receipt Of Proposals

- 2.2.1**    The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076, until **2:00 p.m. (EST), on Monday, March 1, 2010.** Due to the complexity of the proposal, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Purchasing Department. All interested parties are; however, welcome to attend the proposal opening.
- 2.2.2**    Any response received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
- 2.2.3**    Each proposer shall be solely responsible for the delivery of their proposal to the University at the place and before the time as specified in 2.2.1 above.
- 2.2.4**    Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the proposer.
- 2.2.5**    The University reserves the right to reject any or all proposals received. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected proposer exists, or after the University has rejected all proposals.
- 2.2.6**    A proposer shall promptly notify the University of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents.
- 2.2.7**    From the date of receipt of this Request for Proposal by each vendor until a binding contractual agreement exists with the selected vendors and all other vendors have been notified or when the University rejects all proposals, all communications between the University and the vendors must be through the designated Purchasing Agent as noted in section 2.3.6.

## **2.3**     Preparation of Proposals

- 2.3.1**     Proposals shall include an exact copy of the “Form of Proposal”. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and figures. If there is a discrepancy between the words and figures, the amount shown in words shall be deemed correct.
- 2.3.2**     Proposers shall provide a written, itemized list of any exceptions to this RFP.
- 2.3.3**     Proposals shall indicate the full name of the proposer submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the proposer. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.3.4**     All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.3.5**     The terms and provisions of the RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 2.3.6**     A proposer requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least five (5) days prior to the date for receipt of proposals to:

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

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

## **2.4**     Format of Proposal

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

requirement in this RFP. This mandatory requirement will facilitate a more expedient evaluation of the proposals.

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

## **2.5** Submittal of Proposals

- 2.5.1** Each proposal shall be submitted with an original and five (5) complete copies, in a sealed parcel addressed to the University at the address given in paragraph 2.2.1 above. The sealed parcel shall further be identified with the name and address of the proposer and the designation **"Sealed Proposal for KA020310" "Student Athlete Lodging – Division of Athletics"**

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

- An original response and five (5) complete copies,
- An exact copy of the "Form of Proposal" included herein (Section 4),
- A comprehensive point-by-point response to all items listed herein. Additional sheets may be attached to this form as needed provided it follows the format provided.
- Three (3) references (Section 5),
- A completed "Bidders Qualification Statement" (Section 6),
- A completed "Bidders Contract Compliance Monitoring Report" (Section 7),
- All original mandatory affidavits, completed, signed and notarized (See Section 2.27 – affidavits located at back of this document),
- A completed "Non-Discrimination Certification" (See Section 2.29 – Certificate located at back of this document),
- Signature Authorization Documentation (See Section 2.30),
- Menus.

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

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

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

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

- 2.6.1** A proposal shall not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.2.1 above and the proposer so agrees in submitting a proposal.

- 2.6.2** Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the



University prior to the designated date and time for receipt of proposals as provided in paragraph 2.2.1.

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

**2.7** Pre-Award Presentations/Site Visit and Negotiations:

**2.7.1** Pre-Award Presentation/Site Visit: As a part of the evaluation process, the University may require presentation/site visits from the highest ranked proposers. This site visit may include taste testing of sample menu items. If a proposer is notified of the request for a presentation/site visit, the proposer will make the necessary arrangements and bear all costs associated with the presentation/site visit.

**2.7.2** Award Negotiations: Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms that can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes which include:

- 2.7.2.1** Resolving minor differences and informalities
- 2.7.2.2** Clarifying necessary details and responsibilities
- 2.7.2.3** Emphasizing important issues and points
- 2.7.2.4** Receiving assurances from proposers
- 2.7.2.5** Exploring ways to improve the final contract.

**2.8** Formation of Agreement

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

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

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

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

**2.8.3** The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the

University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

**2.8.4** It is mutually agreed by and between the University and the firm that acceptance of the firms offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. **The University's agreement format has been included for your review (See Section 8). No exceptions will be considered to Section 2 of the agreement format. This may be grounds for disqualification.**

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

## **2.9** Qualifications of Vendors

**2.9.1** Proposals will only be considered from firms or persons with a demonstrated history of experience in successfully providing the highest quality Lodging and Hospitality Services to organizations whose requirements are similar in size and scope to those of the University. Preference will be given to those firms with such confirmed experience. The University prefers that organizations submitting proposals have experience in hosting college football teams.

**2.9.2** Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or Financial Surety the University deems necessary to fully establish the performance capabilities represented in their Proposal.

**2.9.3** The University will reject the proposal of any vendor and void any award resulting from this RFP to any vendor who makes any material misrepresentation in their proposal.

## **2.10** Assignment

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

## **2.11** Non-Appropriation of Funds

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

## **2.12** Hold Harmless /Indemnification

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

**2.13**    Contract Termination for Cause

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

**2.13.1**    The respondent shall have ten (10) days to reply to the Notice to Cure. The reply should indicate why the contract should not be terminated, and recommend remedies to be taken.

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

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

**2.13.3**    If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

**2.13.4**    The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination.

**2.14**    Termination for Convenience

**2.14.1**    The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

**2.14.2**    This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 3.4 unless cancelled by the University, by providing the Contractor 30 days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

**2.15**    Responsibility of those Performing the Work

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

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

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

**2.16**    Payment Terms

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

**2.17**     References

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

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

**2.18**     Contract Provisions by Reference

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

**2.19**     Advertisements

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

**2.20**     Ethical Considerations

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

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

**2.21**     Executive Order No. 3

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

practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

**2.22** Executive Order No. 17

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

**2.23** Executive Order No. 16

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

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

**2.24** Executive Order No. 7C

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

- (a) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
  - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
  - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and

participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

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

**2.25 Mandatory Affidavits (Mandatory Submittal):**

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

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

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

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

**2.26 SEEC Requirements:**

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

**2.27 Non-Discrimination Certification (Mandatory Submittal):**

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

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

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

**2.28 Signature Authorization Documentation (Mandatory Submittal):**

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.

Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

**2.29 Whistle Blower Protection:**

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

### SECTION 3 SPECIFICATIONS

Firms responding shall be required to provide a point-by-point response to this Request for Proposal in the following table entitled “Section 3 Minimum Technical Specifications”. To complete this form proposers are directed to insert a check mark by each item confirming compliance or non-compliance to the specifications. Exceptions to the specifications must be noted in writing in the section entitled “Exceptions to the Specifications”. Additional sheets may be attached to this form as needed, provided items are clearly numbered and the attached sheets follow the prescribed format.

ITEM NO.	DESCRIPTION	COMPLIES TO SPECIFICATION	DOES NOT COMPLY TO SPECIFICATION	EXCEPTIONS TO SPECIFICATIONS
<b>3.1</b>	<b>Night Before Game Meals and Meeting Rooms:</b>			
<b>3.1.1</b>	Banquet room for Dinner at 6:30 p.m. Sample menu is enclosed (Attachment A). Dinner should cost no more than \$30 per person (+ gratuity).			
<b>3.1.2</b>	Banquet room at no additional cost.			
<b>3.1.3</b>	Two double-sided buffet lines for dinner.			
<b>3.1.4</b>	13 round tables, with 8 chairs at each table. Tables should be 72” rounds. *Buffet tables and dinner tables must be in the same room.			
<b>3.1.5</b>	75 snack bags set outside the meeting rooms at 8:30 pm with beverages. Sample menu is enclosed (Attachment B). Snack should cost no more than \$12 per person (+ gratuity).			
<b>3.1.6</b>	Meeting room from 6:00-9:00 p.m. set-up theatre style with 50 chairs, av cart, screen, grease board, extension cord, and overhead projector.			
<b>3.1.7</b>	Meeting room and AV at no cost.			
<b>3.1.8</b>	Meeting room from 6:00-9:00 p.m. set-up theater style with 80 chairs, av cart, screen, grease board, extension cord, overhead projector and house “patch” sound.			
<b>3.1.9</b>	Meeting room and AV at no cost.			
<b>3.1.10</b>	Meeting room (Treatment Room) from 6:00 – 10:00p.m. See Diagram Attachment I			
<b>3.1.11</b>	Meeting room at no cost.			
	Estimated # of attendees: 90	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>3.2</b>	<b>Day of Game Meals and Meeting Rooms:</b>			
<b>3.2.1</b>	Banquet room for Day of Game Breakfast (8:00-10:00 am). Sample menu is enclosed (Attachment C). Breakfast should cost no more than \$20 per person (+ gratuity). This meal is conditional based upon game time.			
<b>3.2.2</b>	Banquet room at no additional cost.			



3.2.3	Two double-sided buffet lines for breakfast.			
3.2.4	13 round tables with 8 chairs at each table. Tables should be 72” rounds. *Buffet and dinner tables must be in the same room.			
3.2.5	Banquet room for Day of Game Pre-Game Brunch 9:00-11:00 am. Sample menu is enclosed (Attachment D). Brunch should cost no more than \$17 per person (+ gratuity). This meal is conditional based upon game time.			
3.2.6	Banquet room at no additional cost.			
3.2.7	Two double-sided buffet lines for brunch.			
3.2.8	13 round tables with 8 chairs at each table. Tables should be 72” rounds. *Buffet and dinner tables must be in the same room.			
3.2.9	Banquet room for Day of Game Pre-Game Meal 2:00 – 4:00 p.m. Sample menu enclosed (Attachment F). Meal should cost no more than \$30 per person (+gratuity). This meal is conditional, based upon game time.			
3.2.10	Banquet room at no additional cost.			
3.2.11	Two double-sided buffet lines for meal.			
3.2.12	13 round tables with 8 chairs at each table. Tables should be 72” rounds. *Buffet and dinner tables must be in the same room.			
3.2.13	75 snack bags (if team is playing a night game). Sample menu is enclosed (Attachment E). Snack should cost no more than \$12 per person (+ gratuity).			
3.2.14	Meeting room from 7:00 a.m.-Departure set-up theatre style with 50 chairs, av cart, screen, grease board, extension cord, and overhead projector.			
3.2.15	Meeting room and AV at no cost.			
	Meeting room (Treatment Room) from 7:00 a.m.-Departure. See Diagram Attachment I			
3.2.16	Meeting room at no cost.			
3.2.17	Meeting room from 7:00a.m. – Departure set up theatre style with 80 chairs, av cart, screen, grease board, extension cord, overhead projector and “patch” sound. This room use is conditional based upon game time.			
3.2.18	Meeting room and AV at no cost.			
	Estimated # of attendees: 90	N/A	N/A	N/A
3.3	<b>Guest Rooms:</b>			
3.3.1	All player rooms (doubles) to be on the same or adjacent floors (2). Approximate # of rooms for players: 35			

3.3.2	All coaching staff rooms (kings) to be on any floors. Approximate # of rooms for coaching staff: 10				
3.3.3	A suite shall be required for the head coach (at no charge).				
3.3.4	All phones and movies will be turned off in players rooms. No room service allowed.				
3.3.5	Room amenities in Head Coach's suite: TBD				
3.3.6	Room amenities in Team Chaplain's suite: TBD				
3.3.7	Other amenities: 15 Hartford Courant's in the banquet room by 7:00a.m. on the day of the game				
3.3.8	Hotel security to patrol player floors frequently, after 10:00 p.m. on the night before the game.				
	Estimated # of attendees: 90	N/A	N/A	N/A	
3.4	<b>Meeting Rooms:</b>				
3.4.1	All meeting and dining rooms should be on the same floor and in the same area.				
3.4.2	All meeting rooms and dining rooms need to be in a private setting.				
3.4.3	Estimated # of attendees: 90	N/A	N/A	N/A	
3.5	<b>Late Check-Out:</b>				
3.5.1	Late check-out flexibility: In case of night game, we will need a late check-out as late as 5:30 p.m. on day of the game. If a late check out is required, there will be no additional guest room charge.				
3.6	<b>Proximity:</b>				
3.6.1	The hotel must be within 35 miles of Storrs campus.				
3.7	<b>Price:</b>				
3.7.1	The price of each room should be under \$95.00 per room.				
3.8	<b>Exercise and Training Facility:</b>				
3.8.1	The hotel should also have an exercise room, with a minimum of two (2) bikes and two (2) treadmills.				
3.9	<b>Business and Classroom Operations:</b>				
3.9.1	The hotel should have an area for guests to use a computer. This is so student-athletes may be able to work on homework when needed.				
3.9.2	The hotel should have free wireless internet in guest rooms OR lobby.				
3.10	<b>Room Lists:</b>				
3.10.1	Fifteen (15) copies of a room list should be available (for coaches), in alphabetical order.				
3.10.2	One copy of a room list should be available (for head coach), in order by room number.				

<b>3.11</b>	<b>Misc.:</b>			
<b>3.11.1</b>	All bidders must submit, with their bid response, customized sample menus (indicative of the meals to be offered). A copy of your firm's standard, printed menu will <b>NOT</b> be acceptable. Only "Customized" menus will be accepted.			
<b>3.11.2</b>	Hotel must provide an area to stage the buses. There should be no cost for bus staging. Buses will not be parked overnight.			
<b>3.11.3</b>	Complimentary parking for coaching staff members (approx. 12 vehicles).			

## Attachment A

### University of Connecticut Football Meal Menus/Notes

**Day:** Day Before Game

**Time:** 6:30-8:00 pm

**Type of Function:** Team Dinner

**Guaranteed Number:** 85-90

**\*\*Players and Coaches arrive anytime between 6:30-8:00.**

**Buffet should be full throughout this time frame.\*\***

#### ***Menu Items:***

- Caesar Salad w/ Romaine Lettuce, Croutons, Parmesan Cheese and Caesar Dressing
- New England Clam Chowder (**10-12 Chafers, Total**)
- Fresh Whole Fruit – Apples, Oranges, Bananas
- Fresh Fruit Cocktail – Seasonal Fruit (on buffet lines)
- Assorted Rolls (Warm Preferred)
- Pasta (Chef's Choice of either Spaghetti, Rotini, or Ziti); Marinara Sauce on the Side  
    **\*\*Grated Parmesan Cheese in Front of Serving Tray\*\***
- Cheese Lasagna
- Garlic Mashed Potatoes
- Chef's Choice of Fresh Vegetables (Steamed, No Butter)
- Prime Rib (**Medium Well and Medium w/Side of Au jus**)
- 8-10 Grilled, Plated Chicken Breasts (Not to be located on the buffet line; these are for coaching staff, only)

#### ***Beverages:***

- Assorted Juices (**Apple, Orange, Cranberry**)
- Low Fat Milk
- Gatorade or Powerade (16 oz. Bottles), two (2) per person; Water (16 oz. Bottle), One (1) per person. These drinks should be iced down or refrigerated.
- **For Coaches Only:**  
    Freshly Brewed Coffee, Decaffeinated Coffee, and Hot water for Tea w/ Cream, Sugar and Equal available. Should have a sign saying "For Coaches Only"  
    Diet Caffeine Free Coke/Pepsi and Regular Soda also "For Coaches Only"

#### ***Dessert:***

- Apple Pie (Preset at Each Place Setting)
- Ice Cream & Chocolate Syrup – (Ice Cream should be a Separate Station from Buffets)  
(Cherries & Nuts in side dishes – **Do Not Put out Ice Cream Out Until Meal has Begun**)

#### ***Provide the following items on each table:***

- Salt, Pepper, Ketchup, A1, Tabasco
- Butter and Margarine
- Pitchers of Ice Water (2 Per Table)
- Place Silverware, Cloth Napkin, and Water Glass at Each Setting

#### **Service Notes:**

1. This is a buffet style meal. Players and coaches should be able to eat as much as they would like. Buffet lines must remain open until the scheduled ending time.
2. All food and attendants should be prepared to serve at least 15 minutes prior to the scheduled beginning of the meal.
3. There should be two (2) identical, double-sided buffet lines to ensure fast service. Total of Four (4) serving Lines.
4. Be prepared for heavy clam chowder, rib and pasta consumption.

5. Have 10-12 ribs available. Two-thirds of the ribs should be prepared as MEDIUM WELL and the remaining as MEDIUM.
6. Seating: 13 Round Tables that seat 8 persons each. Three (3) of these tables should be labeled “Coaches Only” and be placed near the Coffee Station.
7. Please instruct servers not to disturb players and coaches during this meal. If talking is necessary, keep it quiet and to a minimum. Absolutely NO MUSIC!
8. **Separate ice cream station.**

## **Attachment B**

### **University of Connecticut Football Meal Menus/Notes**

**Day:** Day Before Game

**Time:** TBD (PM)

**Type of Function:** Team Snack

**Guaranteed Number:** 75-80

***Snack Items:***

- Two (2) Peanut Butter & Jelly Sandwiches on Soft Whole Wheat Bread
- 1 Piece of Fresh Fruit (Apple, Orange, or Banana)
- Two (2) Chocolate Chip Cookies
- Gatorade or Powerade (16 oz. Bottles), two (2) per person; Water (16 oz. Bottle), One (1) per person. These drinks should be iced down or refrigerated.

**Service Notes:**

9. Snacks should be placed inside Bag or Box.
10. Snacks should be placed outside Team Meeting Room.
11. Drinks should be Iced Down or Fresh Out of the Refrigerator

## Attachment C

### University of Connecticut Football Meal Menus/Notes

**Day:** Game Day

**Time:** TBA (EARLY AM)

**Type of Function:** Team Breakfast

**Guaranteed Number:** 85-90

#### ***Menu Items:***

- Assorted Dry Cereal and 1% Milk
- Scrambled Eggs
- Scrambled Egg Whites (approx. portions-15)
- Assorted Low Fat Yogurt
- Fresh Whole Fruit – Apples, Oranges, Bananas
- Canned Peaches in Syrup
- Muffins, Sweet Rolls, Danish, Bagels w/ Cream Cheese
- French Toast or Pancakes
- Syrup in Separate Serving Container Next to French Toast or Pancakes on Buffet Line
- Home Fries or Hash Browns
- Sliced Warm Ham
- Hot Oatmeal
- \*\*Brown Sugar and Raisins in Front of Serving Tray\*\*
- Assorted breads for toast

#### ***Beverages:***

- Assorted Juices (**Apple, Orange, Cranberry**)
- Low Fat Milk
- Gatorade or Powerade (16 oz. Bottles), two (2) per person; Water (16 oz. Bottle), One (1) per person. These drinks should be iced down or refrigerated.
- **For Coaches Only:**  
Freshly Brewed Coffee, Decaffeinated Coffee, and Hot water for Tea w/ Cream, Sugar and Equal available. Should have a sign saying “For Coaches Only”  
Diet Caffeine Free Coke/Pepsi and Regular Soda also “For Coaches Only”

#### ***Provide the following items on each table:***

- Salt, Pepper, Ketchup, A1, Tabasco
- Bowl of Chipped Butter/Margarine and Jellies
- Pitchers of Ice Water (2 Per Table)
- Maple Syrup
- Place Silverware, Cloth Napkin, and Water Glass at Each Setting

#### **Service Notes:**

12. This is a buffet style meal. Players and coaches should be able to eat as much as they would like. Buffet lines must remain open until the scheduled ending time.
13. All food and attendants should be prepared to serve at least 15 minutes prior to the scheduled beginning of the meal.
14. There should be two (2) identical, double-sided buffet lines to ensure fast service. Total of Four (4) serving Lines.
15. Seating: 13 Round Tables that seat 8 persons each. Three (3) of these tables should be labeled “Coaches Only” and be placed near the Coffee Station.
16. Please instruct servers not to disturb players and coaches during this meal. If talking is necessary, keep it quiet and to a minimum. Absolutely NO MUSIC!
17. **Separate toaster station.**

## Attachment D

### University of Connecticut Football Meal Menus/Notes

**Day:** Game Day

**Time:** TBA (MID AM)

**Type of Function:** Continental Breakfast

**Guaranteed Number:** 85-90

#### ***Menu Items:***

- Assorted Dry Cereal and 1% Milk
- Assorted Low Fat Yogurt
- Fresh Fruit (Apples, Oranges, Bananas, Melons, Nectarines, Canned Peaches in Syrup)
- Assorted Breads, Muffins, Sweet Rolls, Danish, Bagels w/ Cream Cheese
- Hot Oatmeal
- \*\*Brown Sugar and Raisins in Front of Serving Tray\*\*

#### ***Beverages:***

- Assorted Juices (**Apple, Orange, Cranberry**)
- Low Fat Milk
- Gatorade or PowerAde (16 oz. Bottles), two (2) per person; Water (16 oz. Bottle), One (1) per person. These drinks should be iced down or refrigerated.
- **For Coaches Only:**
  - Freshly Brewed Coffee, Decaffeinated Coffee, and Hot water for Tea w/ Cream, Sugar and Equal available. Should have a sign saying “For Coaches Only”
  - Diet Caffeine Free Coke/Pepsi and Regular Soda also “For Coaches Only”

#### ***Provide the following items on each table:***

- Bowl of Chipped Butter/Margarine and Jellies
- Pitchers of Ice Water (2 Per Table)
- Place Silverware, Cloth Napkin, and Water Glass at Each Setting

#### **Service Notes:**

18. This is a buffet style meal. Players and coaches should be able to eat as much as they would like. Buffet lines must remain open until the scheduled ending time.
19. All food and attendants should be prepared to serve at least 15 minutes prior to the scheduled beginning of the meal.
20. There should be two (2) identical, double-sided buffet lines to ensure fast service. Total of Four (4) serving Lines.
21. Seating: 13 Round Tables that seat 8 persons each. Three (3) of these tables should be labeled “Coaches Only” and be placed near the Coffee Station.
22. Please instruct servers not to disturb players and coaches during this meal. If talking is necessary, keep it quiet and to a minimum. Absolutely NO MUSIC!
23. **Separate toaster station.**



## **Attachment E**

### **University of Connecticut Football Meal Menus/Notes**

**Day:** Game Day

**Time:** TBA (LATE AM)

**Type of Function:** Team Snack

**Guaranteed Number:** 80-85

***Snack Items:***

- One (1) Turkey Sandwich
- Cheese, Lettuce, Tomato, and Onion in Separate Bag
- Mayonnaise and Mustard Packets in Bag
- 1 Orange per Bag or Box
- Gatorade or Powerade (16 oz. Bottles), two (2) per person; Water (16 oz. Bottle), One (1) per person. These drinks should be iced down or refrigerated.

**Service Notes:**

24. Snacks should be placed inside Bag or Box.
25. Snacks should be placed outside Team Meeting Room.
26. Drinks should be Iced Down or Fresh Out of the Refrigerator

## Attachment F

### University of Connecticut Football Meal Menus/Notes

**Day:** Game Day

**Time:** TBA (EARLY/MID PM)

**Type of Function:** Pre-Game Meal

**Guaranteed Number:** 85-90

#### ***Menu Items:***

- Tossed Salad w/ Low Fat Dressings (Ranch, Italian, 1000 Island, and Oil and Vinegar)
- Chicken Noodle Soup
- Vegetable Beef Soup
- Fresh Whole Fruit – Apples, Oranges, Bananas
- Fresh Fruit Cocktail (Preset at each table setting)
- White and Wheat Rolls
- Pasta (Chef's Choice of either Spaghetti, Rotini, or Ziti); Marinara Sauce on the Side  
\*\*Grated Parmesan Cheese in Front of Serving Tray\*\*
- Grilled Chicken Breast (3 Per Person Count)
- Chef's Selection of Fresh Vegetables (Steamed, No Butter)
- Garlic Mashed Potatoes
- Chef's Choice of Fresh Vegetables (Steamed, No Butter)

#### ***Beverages:***

- Assorted Juices (**Apple, Orange, Cranberry**)
- Low Fat Milk
- Gatorade or PowerAde (16 oz. Bottles), two (2) per person; Water (16 oz. Bottle), One (1) per person. These drinks should be iced down or refrigerated.
- **For Coaches Only:**  
Freshly Brewed Coffee, Decaffeinated Coffee, and Hot water for Tea w/ Cream, Sugar and Equal available. Should have a sign saying "For Coaches Only"  
Diet Caffeine Free Coke/Pepsi and Regular Soda also "For Coaches Only"

#### ***Provide the following items on each table:***

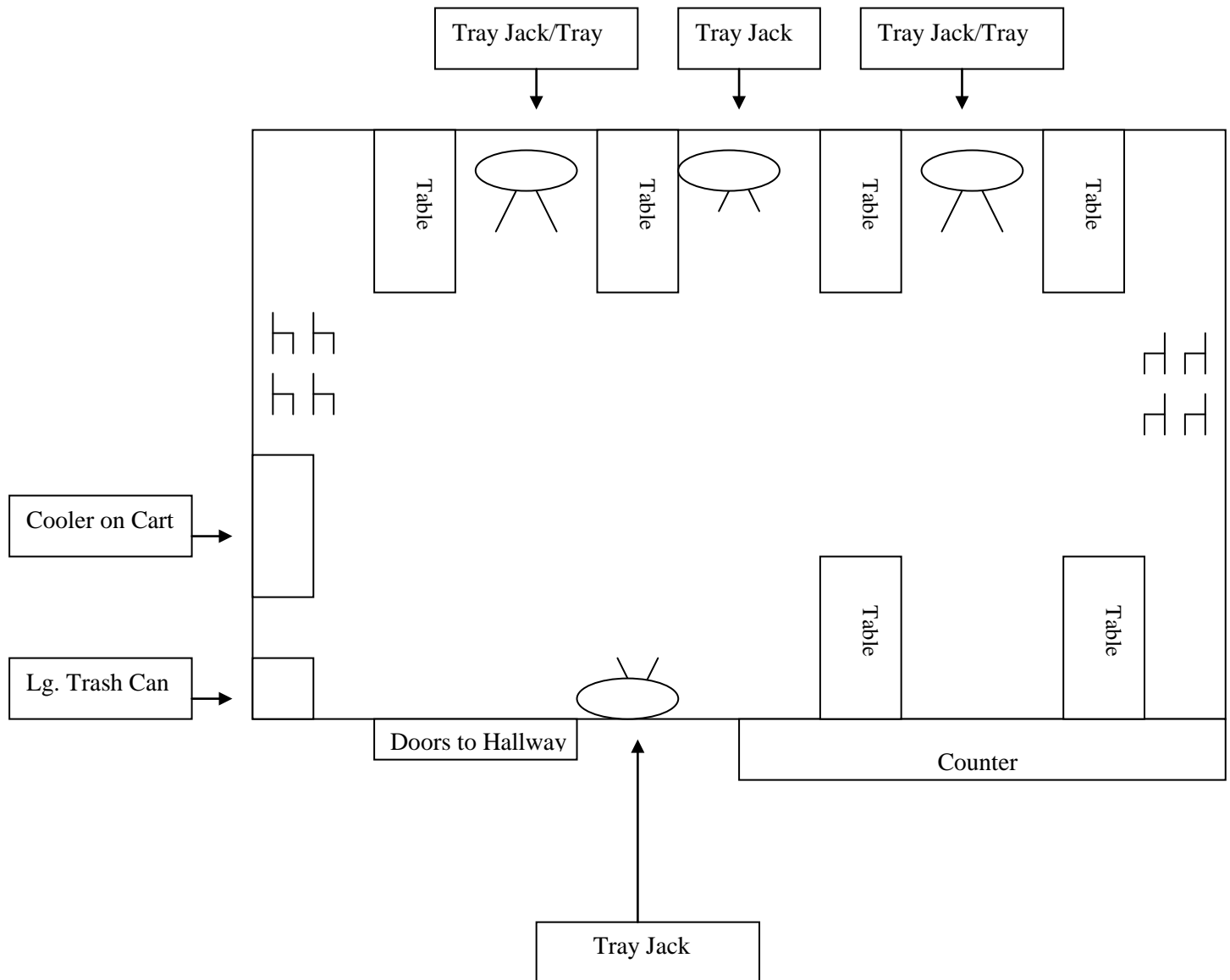
- Salt, Pepper, Ketchup, A1, Tabasco
- Butter and Margarine
- Pitchers of Ice Water (2 Per Table)
- Place Silverware, Cloth Napkin, and Water Glass at Each Setting

#### **Service Notes:**

27. This is a buffet style meal. Players and coaches should be able to eat as much as they would like. Buffet lines must remain open until the scheduled ending time.
28. All food and attendants should be prepared to serve at least 15 minutes prior to the scheduled beginning of the meal.
29. There should be two (2) identical, double-sided buffet lines to ensure fast service. Total of Four (4) serving Lines.
30. Be prepared for heavy chicken and pasta consumption.
31. Seating: 13 Round Tables that seat 8 persons each. Three (3) of these tables should be labeled "Coaches Only" and be placed near the Coffee Station.
32. Please instruct servers not to disturb players and coaches during this meal. If talking is necessary, keep it quiet and to a minimum. Absolutely NO MUSIC!

# Attachment I-Training Room

## University of Connecticut Football



**SECTION 4  
FORM OF PROPOSAL  
RFP# KA020310**

**Lodging and Hospitality Services for the Division of Athletics (Football)**

Date: 3/1/2010

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

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

\*\* The University is exempt from tax ( will provide CERT 123 upon award )

**1.1 Room Rate (Double and King Occupancy)**

\$\_\_\_\_\_/night

**1.2 Day before Game Dinner**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.3 Day before Game Meeting Rooms**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.4 Day before Game Night Snack**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.5 Day of Game Breakfast**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.6 Day of Game Meeting Rooms**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.7 Day of Game Continental Breakfast**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.8 Pregame Meal**

\$\_\_\_\_\_/pp + \_\_\_\_\_% Gratuity = \$\_\_\_\_\_/pp

**1.9 Cost (if applicable) for exercise training facility use** \$\_\_\_\_\_

**1.10 Cost (if applicable) for business center** \$\_\_\_\_\_

**1.11 Cost (if applicable) to produce room lists** \$ \_\_\_\_\_

**1.12 Any additional costs not included in specifications**

\_\_\_\_\_

**1.13 What other value added features or services can your facility provide?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_  
date date date

3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

4. Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the public opening and reading of the proposals.

5. Proposer hereby certifies that: (a) this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; (c) the proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and (d) the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

6. Payment terms: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Firm Name: \_\_\_\_\_

FEIN# \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Duly Authorized \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

## SECTION 5 REFERENCES

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

References:

Reference #1

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

Reference #2

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

Reference #3

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

**SECTION 6**  
**BIDDER'S QUALIFICATION STATEMENT**

**RFP# KA020310**

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

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

Name \_\_\_\_\_.

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

Years? \_\_\_\_\_.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Commodity/Service \_\_\_\_\_

Years? \_\_\_\_\_

5. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Joint Venture \_\_\_\_\_ Other

\_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

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

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

_____	_____	_____	_____
			_____

Email: \_\_\_\_\_

_____	_____	_____	_____
			_____

Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheet if necessary)

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

\_\_\_\_\_

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

1. \_\_\_\_\_ Attached      2. \_\_\_\_\_ N/A



Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 2010

Name of Organization:

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

**SECTION 7**  
**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.

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) **Definition of Small Contractor**

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

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

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

## PART I - Bidder Information

(Page 3)

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

## PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? 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\_\_

# PART IV - Bidder Employment Information

Date:

(Page 4)

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

# PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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## **SECTION 8**

### **Agreement Format**

**The terms and conditions should be reviewed very carefully to insure full responsiveness to this RFP.** The anticipated Sample Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form or addendum and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement with no exceptions.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

Agreement to follow on next page.....

# University of Connecticut



## Purchasing Agreement For Lodging and Hospitality Services for the Division of Athletics (Football)

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut  
Purchasing Department  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076  
hereinafter "**University**"

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter "**Contractor**"

\_\_\_\_\_  
University Contract Administrator/Phone

\_\_\_\_\_  
Contractor Contact/Phone

### Section 1

#### DEFINITIONS (if any):

- A.
- B.
- C.

1.1. **Term:** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 **Effective Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

1.1.2 **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. **Brief Summary of Services:** Contractor will provide . . .

1.2.1 **Service Location:** Contractor will provide Services at/for the location(s) listed below:

1.3 **Maximum Amount Payable:** \$ \_\_\_\_\_

1.3.1 **Payment/Pricing Terms:**

1.4 **Detailed Contractor Responsibilities:**

1.4.1 **Responsibilities:** Contractor will provide the following Services:

1.4.2 **Deliverables/Methods:** Contractor will deliver to University . . .

1.4.3. **Work Schedule/Deadlines:** Contractor will provide Services by . . .

1.5. **University Responsibilities:** University will . . .

1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University\* [name/address]:

If to the Contractor\* [name/address]:

[Note: \*Any party may change its Notice information by giving written notice in accordance with this Section.]

## **Section 2 - State of Connecticut Required Terms and Conditions**

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.5. **Non-discrimination.** References in this section to "Contract" shall mean this \_\_\_\_\_ and references to "Contractor" shall mean the \_\_\_\_\_.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (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 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; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 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 section 46a-56.



- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 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.
- (d) 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.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above 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 section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders,

as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- 2.6 Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 2.7. Campaign Contribution Restrictions. For all State contracts 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 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 attached hereto as Exhibit A.
- 2.8. Termination for Cause. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
  - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement.
  - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
  - (d) The University shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
  - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection 2.8 (a) is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.9. Termination for Convenience.
- (a) The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
  - (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 1.1 unless cancelled by the University, by providing the Contractor \_\_\_\_ days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 2.10. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.11. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.12. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>

- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:  
<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:  
[http://www.ct.gov/opm/lib/opm/finance/psa/oag\\_nondiscrim\\_certification\\_080207\\_fillable\\_form.doc](http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc)

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties:

**UNIVERSITY OF CONNECTICUT:**

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGO Approval**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A



# STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION 20 Trinity Street Hartford, Connecticut 06106–1628

## SEEC FORM 11

### **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](http://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.

## SECTION 9 DIRECTIONS

### UNIVERSITY OF CONNECTICUT DIRECTIONS TO PURCHASING

#### Directions from Hartford to Purchasing

1. Take **I-84 east** to **Exit 68**. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
2. Continue on **Rte 195 South**. It is about 7 miles to the Storrs UConn campus.  
(You will come to the intersection of Rte 195 and Rte 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rte 195 and Rte 44—this is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto **North Eagleville Road** (on your right at the corner is a church with a white steeple).
4. Proceed straight on North Eagleville Road until the **second traffic light**. At the second traffic light, turn right onto **North Hillside Road**. Building is on your left.

#### **Directions from Bradley Airport (Hartford) to Purchasing**

1. As you leave Bradley Airport, follow signs towards I-91 and take **I-91 South toward Hartford**.
2. From I-91 South, take **Exit 35A** onto **Rte 291 East towards Manchester**.
3. Rte 291 cuts across to I-84. Take **I-84 East towards Boston**.
4. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
5. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

#### **Directions from New York City/New Haven to Purchasing**

1. From New York City, take **I-95 North to New Haven**. Then take **I-91 North towards Hartford**.
2. Just before Hartford, take **I-84 East towards Boston**.
3. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

#### **Directions from Boston to Purchasing**

1. Take the **Mass Pike (Rte 90) West**.
2. Take the **Sturbridge Exit for I-84 towards New York City and Hartford**.
3. Continue on **I-84 West**. Take **Exit 68** off of I-84. Turn left at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

#### **Directions to Parking Garage / Purchasing**

1. Once on **North Eagleville Road**, proceed straight until the **second traffic light**. At the second traffic light, turn left onto **North Hillside Road**. Then take the first left towards the **Parking Garage**.  
Walk back the way you came, onto **North Hillside Road**. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.



**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."



M. JODI RELL  
GOVERNOR

STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

**MEMORANDUM**

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

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

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

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

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

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

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

STATE CAPITOL, HARTFORD, CONNECTICUT 06106  
TEL: (860) 566-4840 • FAX: (860) 524-7396  
[www.state.ct.us/governor](http://www.state.ct.us/governor)





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

*Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

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

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_ by the governing body of \_\_\_\_\_,  
Name of Entity

in accordance with all of its documents of governance and management and the laws of

\_\_\_\_\_, and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes

§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## STATE OF CONNECTICUT

### GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

#### INSTRUCTIONS:

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

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

#### GIFT CERTIFICATION:

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

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

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

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

#### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



# STATE OF CONNECTICUT

## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

### Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

### For State Agency Use Only

\_\_\_\_\_  
Awarding State Agency

\_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description



## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

### INSTRUCTIONS:

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

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

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

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

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

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

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

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

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

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

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court

**or Notary Public**