

Manchester Community College  
Purchasing Department SSC Building L-165  
Manchester, CT 06040

Request for Proposal (RFP)  
Food Service Provider  
RFP # MCC22-01

Proposal Due Date: March 15, 2022, By 1:00 P.M. E.S.T

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Items with \*\* must be returned

## **I. Statement of Objectives**

Manchester Community College (“hereinafter referred to as “College”) is seeking a qualified food service vendor to operate the College’s food service program (“hereinafter referred to as “program”) from August 2022 through May 2025 with the option to extend the contract through May 2027 as agreed upon by both parties.

The College intends for this quote to result in a single contract award.

## **II. Background**

Manchester Community College is one of twelve two-year community colleges in the State of Connecticut. Located in Manchester, Connecticut, the College estimates to have the following number of students on campus for the Fall 2022 semester:

<b>Day</b>	<b>Estimated Number of Students on Campus</b>
Monday	1,200
Tuesday	1,250
Wednesday	1,400
Thursday	1,300
Friday	650

## **III. Services Required**

The successful food service vendor (hereinafter referred to as “Contractor”) shall operate in a manner that provides the best quality food and service at the lowest possible prices. The Contractor shall be responsible for all aspects of the program, including preparing and serving food, consumables, supplies and clean up.

### **1. Description of Goods and Services**

- a. The Contractor shall furnish all food, employees, and operating supplies required for the proper function of the food service at the College’s cafeteria and Tower Café at the Contractor’s expense. The Contractor shall provide sufficient employees to properly operate the food service facility. The Contractor shall have all required permits, not limited to building and health permits.

The Contractor shall supply, including but not limited to, all utensils, napkins, forks, spoons, knives, plates, bowls, and other related items. All food and beverages served in the Cafeteria, Cougar’s Cave, and Tower Café, (excluding vending items) must be served on, in, or with disposables plates, glasses, and utensils.

The Contractor shall have full access to and use of the Cafeteria and Tower Café kitchen, serving, and dining area, during the time of the contract. The kitchens are equipped with equipment and connections. The Contractor must also provide its own computer, either desktop or laptop, and shall provide its own point-of-sale

system. The Contractor shall provide the College with a detailed listed of small wares to be brought on campus for use in the Cafeteria and Tower Café.

The College shall provide utilities, including but not limited to electricity, water, sewer, propane and/or natural gas. The College shall provide one phone line as part of the College’s phone system. Damage to devices shall be subject to charges and shall be the responsibility of the Contractor. The Contractor shall be responsible for their own network, internet connections, computers, and analogue telephone services (for credit card processing), and credit card fees. Appointments with an external vendor (Frontier) shall be scheduled in advance through the College’s IT department with a minimum of 5 days’ notice for connection to internet and phone services.

**b. Schedule**

Food service shall be provided with the following schedule:

Minimum Hours of Operation

Fall semester: 4<sup>th</sup> week of August through the 3<sup>rd</sup> week December  
Winter intersession: 4<sup>th</sup> week in December through the 2<sup>nd</sup> week in January  
Spring semester: 3<sup>rd</sup> week in January through the 3<sup>rd</sup> week in May  
Summer intersession: 4<sup>th</sup> week of May through the 2<sup>nd</sup> week of August. The 2022/2023 Academic Calendar is attached for reference (see attachment D)

Minimum Hours of Operation

Fall and Spring semesters (when classes are in session)

Cafeteria/Cougar’s Cave:

Monday through Thursday:	7:00 a.m. – 3:00 p.m.
Friday:	7:00 a.m. – 1:00 p.m.

Summer and Winter Intersession:	To be determined by both parties
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Tower Café:

Monday through Friday:	7:30 a.m. – 1:00 p.m.
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Summer and Winter Intersession:	To be determined by both parties
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Hours for the Tower Café may change due to demand and College enrollment.

When classes are not scheduled but the College is open – the Cafeteria and Tower Café schedule shall be determined and agreed upon by both parties and put in writing.

The Cafeteria and Tower Café shall not be open for operation whenever the College is officially closed for holidays, inclement weather, or other conditions beyond the control of the College.

The College reserves the right to expand or modify its class schedule as conditions warrant and, upon request, the Contractor may be asked to provide Cafeteria operations as appropriate to meet those changes.

**c. Cafeteria Menu**

The College's preferences include for the Contractor to provide one hot entrée at lunch each day, combinations of both grab-and-go and made-to-order meal options, daily salads, and sandwiches at the Cougar Cave.

- i. Breakfast: The following is a sample of the snacks/full course options that the Contractor shall utilize at this site: breakfast sandwiches, bagels, fresh muffins, fresh fruit, grab and go yogurt, and coffee.
- ii. Lunch: The Contractor shall prepare at least one hot entrée. The following is a sample of the snacks/full course selections that the Contractor shall utilize at this site: soups, hamburgers/cheeseburgers with French fries, chicken nuggets, soup, sandwiches, and pre-made salads. Various dessert items are to be available.
- iii. Dinner: The Contractor and College agree that the Contractor shall provide dinner to students dependent upon the number of students on campus and demand.
- iv. Tower Café: a selection of freshly made sandwiches and salads are to be provided each day. Coffee, soda, juices and various carbonated and non-carbonated beverages, cookies/pastries, bagels, various breakfast and dessert items are to be available.

A list of food choices and pricing must be completed by the Contractor and approved by the College in writing. The Contractor shall be responsible for the posting of menus and prices weekly. The Contractor shall provide a copy of the menu and prices to the College 3-4 weeks prior to the actual menu week. The menu is subject to be mutually agreed upon changes as circumstances dictate.

Prices must remain firm for the first year of the contract. After the first year of the contract period, the Contractor may file a price adjustment to the College for approval. If approved, price adjustments shall become effective two weeks after the approval. Retroactive adjustments shall not be allowed.

**d. Catering Services**

College personnel may routinely arrange special events on campus requiring catering services. The Contractor is required to provide a formal written quotation to the College's personnel requesting catering services. Prior to commencing service, the Contractor must receive an authorized purchase order from the College purchasing office.

If the Contractor provides the service without proper authorization, the College reserves the right to deny payment. All invoices for catered events must be addressed to the College Accounts Payable Department. When arrangements for special events are made, there will be no deviation from the provision of regular service.

The Contractor shall not have an exclusive right to all catering events which may occur at the College. The College reserves the right to seek quotes from other sources for catered events. In the event a student club, faculty, or College personnel desires to engage the Contractor to serve any such function, the Contractor shall be paid at the catering rate.

The Contractor's catering services must include the following:

- A price list for special events and catering, including any service;
- Food items, tablecloths, silverware, baskets, plates, decorations, and or beverages in specified quantities, as requested by faculty or staff;
- Delivery to specified areas on the College campus, Great Path, Manchester, CT 06045-1046;
- Pick up and cleanup of all items required for catered events shall be performed within 30 minutes following the completion of the event if within normal business hours;
- Cleanup shall include removing food, utensils and any catering supplies; and
- As part of the catering service offerings, the Contractor, shall take into consideration the College's preference for "Green" catering.

**e. Child Development Center**

The Contractor shall provide, prepare, and deliver snacks daily to the Child Development Center, located in the Student Services Center (SSC) Building, room L140. The Contractor shall invoice the College at the end of each month. Invoicing shall include the daily price per snack per child and prices must be pre-approved by the College.

- In order to comply with State of Connecticut licensing requirements for Day Care Centers, the Child Development Center shall provide snacks which meet the meal pattern requirements established by the U.S. Department of Agriculture. These specify balanced snacks with minimum portion sizes. A four-week cycle of menus, made available by the Child Development Center, shall be planned each year with consultation from a Registered Dietician and input from the Child Development Center Director and the Contractor. Since these menus are available to parents, substitutions can be made with advanced notice of one week to the Child Development Center Director.
- Accommodations in menus shall be made for children with dietary restrictions.
- Children receive a morning snack at 9:15 a.m. and an afternoon snack at 3:00 p.m. Snacks shall be delivered fresh at these times due to limited storage space in the Child Development Center. Enrollment at the Child Development Center is approximately 18 children per day. Snacks shall be provided in the

morning and in the afternoon Monday through Thursday. Friday, morning snack only.

- In accordance with the U.S. Dietary Guidelines and principles of good nutrition for children, snacks shall provide a variety of fresh or lightly processed foods which are generally low in sugar, salt and fat. In some cases, these principles may necessitate preparing food which is more appropriate for children than for the rest of the college community. Examples are fresh raw vegetables and snacks such as sliced cheese, crackers, and fresh fruit.
- Disposable eating utensils such as paper plates, paper cups, plastic forks and spoons, paper napkins and paper bowls shall be provided by the Contractor. Utensils to serve meals such as spatulas, slotted spoons, bowls and pans shall be provided and cleaned by the Contractor.

**f. Food Service Staff**

The Contractor shall maintain an adequate staff of employees to ensure efficient, satisfactory, and courteous operation of the services and shall provide qualified substitute employees to fill vacancies as they occur. The Contractor shall give consideration to students when employing part-time staff.

All employees furnished by the Contractor must submit to periodic health exams as frequent and as stringent as may be required by any State and federal health regulations. Contractor shall provide any necessary documentation of compliance with these regulations to the College upon request.

Contractor's employees are considered to be solely in the Contractor's employ and shall not be considered employees of the College in any respect. All employees shall adhere to the College's policies:

- i. Policy on racism and acts of intolerance
- ii. Policy against sexual harassment
- iii. Ethical conduct policy
- iv. Policy on violence prevention and response
- v. Connecticut's drug-free workplace policy
- vi. Tobacco-free facility
- vii. Security rules
- viii. Covid-19 protocols which are included on the COVID information page on the College website; subject to change.

The College reserves the right to ban from its campus any employee of the Contractor who violates any of the aforementioned policies. All new and current employees of the Contractor shall have the following pre-employment screenings conducted within 10 calendar days of employment:

- i. Criminal Background Check
- ii. Certification of legal right to work
- iii. National and State sex offender registry

The Contractor shall provide proof, in the form of a signed statement, to the College that each employee has received the College policies and that pre-

employment screening have been conducted. Results of all pre-employment screenings shall be provided to the College.

The Contractor shall ensure the proper conduct of all its employees while performing the services. The Contractor agrees to remove any employee from the property whose conduct the College feels is detrimental to its best interest and/or the best interest of the property, its students, or the general public. The Contractor shall be in breach of the Contract if the Contractor fails to remove such employee(s), as required above, or fails to furnish suitable and sufficient employees for the proper performance of the Program as required by the Contract.

All employees of the Contractor must, at all times when on duty, be well groomed and properly attired with a uniform shirt so as to meet the approval of the College, State and federal health regulations, to include proper handling and preparation of food, i.e. hairnets, wearing gloves, etc. The cost of providing appropriate uniform and maintaining same are the responsibility of the Contractor.

The Contractor must comply with all provisions of Statute 31-57f (formally PA 99-142), An Act Setting Standard Wage Rates for Certain Service Workers. The Contractor shall have on staff and on site a Qualified Food Operator in accordance with section 19-13B-42(s)(4), B48(j)(3), B49(t)(3) of the Public Health Code. This Contract involves the employment of food service preparation and service workers. As a result of this, Connecticut Standard Wage Rates for Certain Service Workers (C.G.S. 31-57f, PA 09-183) is effective.

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

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

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

(b) On and after July 1, 2000, the wages paid on an hourly basis to any employee of a required employer in the provision of food, building, property or equipment services provided to the state pursuant to a contract or agreement with the state or any state agent, shall be at a rate not less than the standard rate determined by the Labor Commissioner pursuant to subsection (g) of this section.

(c) Any required employer or agent of such employer that violates subsection (b) of this section shall pay a civil penalty in an amount not less than two thousand five hundred dollars but not more than five thousand dollars for each offense. The contracting department of the state that has imposed such civil penalty on the required employer or agent of such employer shall, within two days after taking such action, notify the Labor Commissioner, in writing, of the name of the employer or agent involved, the violations involved and steps taken to collect the fine.

(d) The Labor Commissioner may make complaint to the proper prosecuting authorities for the violation of any provision of subsection (b) of this section.

Information regarding this Public Act and when it applies can be obtained from the Department of Labor's web site: <http://www.ctdol.state.ct.us>. Questions concerning the provision and implementation of this act should be referred to the Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109, (860) 263-6790.

**g. Food Purchases**

The Contractor shall purchase all food products from wholesale vendors in compliance with United States Department of Agriculture Standards. Seafood and shellfish shall be purchased from vendors in compliance with Federal Food and Drug Administration Regulations and the National Shellfish Safety program. Food products ordered by the Contractor shall meet the following general standards:

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



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

All deliveries and invoices of food and beverages must be made directly to the Contractor. A list of all food vendors from which the Contractor purchases food shall be maintained and kept up to date. Copies shall be available to the College upon request.

**h. Food preparation, Food areas, and Equipment**

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

The Contractor shall have a Qualified Food Operator onsite and on staff in accordance with section 19a-36i of the CT Public Health Code. The Contractor shall not provide or distribute any alcoholic beverages to the College under this permit.

The Contractor shall provide, maintain, and be responsible for the cleanliness and sanitation of:

- All food service areas including, but not limited to, the kitchen and all of its equipment, storage areas, refrigerator, freezer, preparation area, serving area, dining area (during operation hours), storerooms, and office.
- All single service items including but not limited to seasonings, condiments, sugar, cups, straws, plates, napkins, sanitary hats and gloves.
- Condiments and other single service item dispensers.
- All food service equipment and small wares.
- Garbage and trash removal. The Contractor agrees to transport all garbage in the entire food service area to the designated outdoor disposal site, sort trash as needed and participate in all recycling programs required by law and the College. The Contractor shall place all glass, cans, and cardboard in bins located outside the cafeteria in the appropriate bins. The Contractor shall participate in the College's recycling program and sort recyclables in accordance with the recycling program.
- Grease removal. The Contractor shall be responsible for the storage and removal of grease following city and state guidelines for grease removal. The Contractor shall provide a grease collection bin outside of the SSC Building and shall allow the College's Culinary Department to deposit waste grease. The grease separator and collection devices at the kitchen sinks shall also be maintained by the Contractor.
- The Contractor shall be responsible for maintaining cleanliness of all food services areas including but not limited to: kitchen, all food service equipment/fixtures, dish room, storage areas, dining area during

operational hours, kitchen office, back hall area and condiment/single serve dispensers. During operating hours, the Contractor shall be responsible for the cleanliness of the cafeteria including cleaning cafeteria tables, all spills on tables and floors, removal of trays from cafeteria, removal of garbage, and replacement of receptacle liners. The Contractor shall be responsible for floor maintenance each day after each designated mealtime in the kitchen, dish room, and serving area. Daily cleaning shall be performed after the cafeteria is closed and before staff leave for the day. This includes removing and cleaning garbage and/or spills from the cafeteria tables and the cafeteria floor, wiping off tables and cleaning garbage and/or spills from the tables in front atrium and in the Cougar's Cave dining area, and the tables on the 1<sup>st</sup> floor in the AST building near the Tower Café. After the areas are cleaned, the doors to the Cougar's Cave dining area shall be locked.

All food and beverages served in the cafeteria (excluding grab and go items) shall be served on or in paper plates and/or paper cups, with plastic utensils. Styrofoam/styrene plates/cups are not acceptable.

Routine maintenance of College owned equipment shall be the responsibility of the College. The Contractor shall not dispose of any of the equipment provided by the College unless given explicit written approval. All deliveries of equipment, supplies, etc. must be made directly by the Contractor.

The Contractor shall provide and maintain the items listed in Attachment C.

**i. Program Evaluation**

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

Quarterly profit and loss statements must be submitted to the College's Director of Finance.

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

**j. Kitchen Access**

The Contractor shall have access to the facilities Monday – Friday, 6:30 a.m. to 9:00 p.m. only and on Saturdays from 7:30a.m. to 4:00 p.m. All other access and hours of operation shall be by written approval from the College's Associate Dean

of Campus Operations or his/her designee. The Contractor agrees that the College designees shall have access to all locked/secured food service storage areas and equipment. The Contractor shall receive a key from the Manchester Community College Police for access to the office and the food serving area for the Cougar's Cave and Tower Café.

#### **IV. Format of Proposals**

The proposal must be submitted in the format outlined below:

- The quote must be signed by an authorized official, and must provide the following information
  - a. The name and location of the company;
  - b. The title, telephone number, and e-mail address of the appropriate person to contact regarding the quote;
  - c. The location of the office that will be serving Manchester Community College;
  - d. The number of years the proposing company has been in business under this name;
  - e. If the company is a subsidiary of another corporation, the name of the parent company; and
  - f. Financial rating of the company, or other indication of financial strength and stability.
- The proposal package must include:
  - a. Fully completed Contract Proposal form (Attachment A)
  - b. Fully completed Pricing form (Attachment B)
  - c. Fully completed OPM Form 1 (Attachment F)
  - d. Fully completed W-9 Form (Attachment G)
  - e. Fully completed Commission on Human Rights and Opportunities Form (Attachment H)
  - f. Provide a description of your previous experience in working with the CSCU System of its institutions, if any, and previous experience in working with Institutions of Higher Education.
  - g. Background and qualifications of the firm's senior staff and other staff that may be assigned to the College's contract if your firm is the awarded vendor.
  - h. a minimum of three (3) recent references for which the proposer has provided similar services to those included in this request. Please provide the name of the firm, contact name, title, telephone number, and e-mail address.
- Proposal must conform to all instructions and conditions as outlined in this RFP.
- A complete and accurate description of the various levels of proposed services to be rendered, including a detailed cost proposal for all services. Please note, the College is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs.
- Demonstration of your firm's experience with and/or ability to:
  - a. Interact with the college for program implementation and on-going transactions;
  - b. Ensure measurable success for the college;
  - c. Manage inventory distribution to avoid market saturation and diversion;

- d. Articulate your point of differentiation versus your competitors; and
  - e. Identify the number of trade relationships/contracts you have in the marketplace
- **BIDDERS MUST CERTIFY THAT THEIR BID SHALL REMAIN VALID FOR A PERIOD OF 120 DAYS FROM THE DUE DATE OF THE BID.**

## **V. Evaluation of Proposals**

This RFP has been designated as a “Multiple Criteria Bid” in accordance with Connecticut General Statutes Section 4a-59(a)(2) and shall be evaluated as such by the Institution. The award shall be made to the most responsible bidder who best meet the evaluation criteria listed in this section. Listed in relative importance, the criteria to be evaluated shall include:

1. Methodology, Qualification, and Experience
  - a. Methodology and ability to provide service, meet specifications, requirements, terms and conditions.
  - b. Variety of cafeteria and catering menu items offered.
  - c. Experience of the Contractor and personnel assigned to contract.
2. Business Information
  - a. Past performance/references
  - b. Length of time in business
  - c. Set aside status
3. Value
  - a. Menu Prices
  - b. Value added offerings

Proposers that are chosen for an award resulting from this RFP must be willing to enter into a contract with the College under the terms and conditions appearing in Attachment E, without exception, as well as modifications and additions the College deems necessary prior to execution.

## **VI. Time Frames**

The proposal process shall be governed by the following times lines:

1. A mandatory pre-bid onsite walk through with the College’s Director of Finance and Director of Student Affairs Operations shall be held on March 3, 2022, at 11:00 a.m. Please meet in the AST Tower Lobby.
2. Please email Chad Glabach ([cglabach@mcc.commnet.edu](mailto:cglabach@mcc.commnet.edu)) with any questions pertaining to the RFP. Answers will be posted on the MCC website at [www.manchestercc.edu/offices/purchasing/request-for-proposal-food-service](http://www.manchestercc.edu/offices/purchasing/request-for-proposal-food-service) and will not be answered directly by email. Questions are due by 1:00 p.m. on March 7, 2022.
3. One clearly marked original and four (4) copies of the proposal along with a USB flash drive containing the proposal must be submitted in a sealed envelope or package, labeled as follows:

Food Service Provider  
RFP MCC22-01  
Bid due date and time: March 15, 2022, by 1:00 p.m.

**Note:** The outermost packaging must include this label in addition to any inner envelopes.

**Proposals must be received by Manchester Community College, Finance Department by March 15, 2022, by 1:00 p.m.**

Send all proposals to:

Manchester Community College  
Attn: Chad Glabach  
Interim Director of Finance and Administrative Services  
Great Path, MS 10  
Manchester, CT 06045

**Late, E-mailed or faxed proposals are not acceptable and will be rejected. The College is not responsible for delivery delays or errors by any type of delivery carrier.**

4. A public bid opening will take place on March 15, 2022, at 1:30 p.m. in the finance department office at Manchester Community College – Great Path, Manchester, CT 06045. Attendance at this bid opening is not mandatory. **There shall be no discussion of any proposal submitted.**
5. Meetings with Proposers: At its discretion, Manchester Community College may convene meetings with proposers in order to gain a fuller understanding of the proposals. The meetings may involve demonstrations, interviews, presentations, or site visits. If the College determines that such meetings are warranted, the College will contact proposers to make an appointment. The RFP Selection Committee may, at its option, elect to “short-list” the number of proposers brought in for meetings based on the evaluation criteria included in this RFP. Please note that any costs incurred to meet the requirements of this RFP are to be borne by the proposer.

## **VII. Conditions**

1. The College reserves the right to make an award in whole or in part, and to contract with one or more proposers for services.
2. Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut and include the Contract Provisions required by the State. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.
3. 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 the RFP.
4. Proposals are binding commitments and may be incorporated into any contract awarded.

5. As part of the evaluation process, the College may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation.
6. The successful bidder shall comply with all applicable Connecticut State Colleges and Universities Policies including the Ethical Conduct Policy, which may be found by visiting: [www.ct.edu/hr/policies](http://www.ct.edu/hr/policies). The successful bidder shall also comply with all federal and state statutes and regulations including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all data.
7. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of section 1-210 of the Connecticut General Statutes (Freedom of Information). See Section IX below.
8. Any and all prices quoted in a proposal shall be valid for a minimum period of 120 days from the due date of the proposal.
9. Any oral agreement between any agency or employee and a bidder shall be superseded by the written agreement.
10. The College reserves the right to:
  - a. Amend or cancel this RFP;
  - b. Award in part; reject any and all proposals, in whole or in part;
  - c. Contract with one or more proposers for services;
  - d. Correct any and all inaccuracies due to clerical error in any contract awarded.
11. Proposer warrants that:
  - a. Proposer did not participate in the RFP development process;
  - b. Proposer had no knowledge of the contents of this RFP prior to its issuance;
  - c. No employee of the proposer participated, in any way, in the preparation of this RFP;
  - d. Proposal was not made in connection with any competing vendor submitting a separate response to this RFP;
  - e. Proposal is submitted without collusion or fraud of any kind.
12. Proposer shall bear any and all cost incurred in responding to this RFP.
13. Any subsequent contract(s) arising from this RFP may be extended to other constituent units of higher education. The use of this award is voluntary and is contingent upon acceptance by the Contractor.
14. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60, 4a-60a, and 46a-68j of the Connecticut General Statutes. The College may require the Contractor to supply the following data to comply with State requirements:
  - a. The Contractor's success in implementing an affirmative action plan;
  - b. The Contractors promise to develop and implement a successful affirmative action plan.
15. Any contract awarded shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to

Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the College shall provide a copy of these orders to the Contractor.

Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.

16. For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment E, Section -12.

### **VIII. Insurance**

A certificate of Insurance ("Certificate"), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker's Compensation and Employer's Liability is required and must meet statutory coverage requirements prescribed by the Worker's Compensation statutes of the State of Connecticut. The Employer's Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies. Vendor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the System.

### **IX. Freedom of Information**

Manchester Community College is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its

proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. Manchester Community College has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Manchester Community College have any liability for the disclosure of any documents or information in its possession which the College believes are required to be disclosed pursuant to FOIA or other requirements of law.



## Attachment A - Contract Proposal Form

**REQUEST FOR PROPOSAL** Please read carefully

***This form and the Bid Response Form are required and must be returned.***

Description: RFP# MCC22-01

### REQUEST FOR PROPOSAL

Pursuant to the provisions of Sections 10a-151b of the General Statutes of Connecticut as amended. SEALED BIDS WILL BE RECEIVED by the Purchasing Office of Manchester Community College (MCC) for the commodities and supplies listed herein.

#### AFFIRMATION OF BIDDER

The undersigned affirms and declares:

1. That this response is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this bid be accepted in writing by MCC within ninety (90) calendar days from the date of opening unless an earlier date for acceptance is specified in the bid schedule, said bidder will furnish and deliver the services for which this bid is made, at the rates offered and fee schedule bid, and in compliance with the provisions listed herein. Should award of any part of this bid be delayed beyond the period of ninety (90) days or an earlier date specified in the bid schedule, such award shall be conditioned upon the bidder's acceptance.

**BID** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities to Manchester Community College at the prices bid therein.

#### When Bidder is an Individual:

Type or Print name: \_\_\_\_\_ Doing Business As (Trade Name) \_\_\_\_\_

Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Written Signature of Individual signing this Bid \_\_\_\_\_ Social Security Number \_\_\_\_\_ Date Executed \_\_\_\_\_

Typewritten Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

#### When Bidder is a Firm or Partnership: Type or Print names of all Partners:

\_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Doing Business As: (Trade Name) \_\_\_\_\_ Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
Written Signature of Partner Signing this Bid \_\_\_\_\_ F.E.I. Number \_\_\_\_\_ Date Executed \_\_\_\_\_

\_\_\_\_\_  
Typewritten Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

\_\_\_\_\_  
Full Name of Corporation \_\_\_\_\_ Incorporated in what state \_\_\_\_\_

\_\_\_\_\_  
Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ F.E.I. Number \_\_\_\_\_

\_\_\_\_\_  
President \_\_\_\_\_ Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_

\_\_\_\_\_  
Written signature of corporate official or person duly authorized to sign bids on behalf of the above corporation \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Typewritten Name \_\_\_\_\_ Telephone Number \_\_\_\_\_ Date Executed \_\_\_\_\_

## Attachment B Pricing

Please provide pricing for the following items:

Item	Item Cost
<b>Beverage Items</b>	
Bottled Ice Coffee	
Bottled Juice	
Bottled Soda (20 oz)	
Coffee (small)	
Coffee (medium)	
Coffee (large)	
Energy Drinks	
Gatorade	
Hot Chocolate	
Milk – ½ pint	
Snapple or equivalent	
Tea	
Vitamin Water	
Water	
<b>Breakfast Items</b>	
Bacon, Egg and Cheese Sandwich	
Bagel	
Breakfast Potato of your choice (please specify)	
Cheese Omelet	
Cereal Bowl/Box	
Egg Sandwich	
Egg and Cheese Sandwich	
English Muffin	
Fresh Fruit	
Meat or Veggie Omelet	
Muffins	
Toast – 2 slices	
Yogurt	
Yogurt (Greek)	
<b>Lunch Items</b>	
Cheeseburger	
Chicken Nuggets	
Chicken Tenders	
Chips	
Curley Fries	
French Fries	
Hamburger	
Hot Soup	

<b>Item</b>	<b>Item Cost</b>
Chef Salad: pre-made	
Garden Salad: pre-made	
Pizza - 1 slice	
Pizza with meat or veggie – 1 slice	
Sandwich (your choice of 4 offerings – please specify)	
Sandwich 1	
Sandwich 2	
Sandwich 3	
Sandwich 4	

## **Attachment C - Contractor Provided Items**

### **Items to be Provided and Maintained by Contractor:**

- Soda fountain and jets
- One worktable
- All utensils
- Beverage coolers
- Salad bar crocks
- Cash register
- Condiment counter
- Oven stands
- Waste Disposal units

### **Consumable and Supply Items to be Provided by Contractor:**

- Food
- Beverages
- Flatware
- Utensils
- Cups
- Straws
- Sanitary hats and gloves
- Garbage bags
- All single serve items: including but not limited to seasonings, condiments, and sugar

## Attachment D - Academic Calendar

### ⊗ Fall 2022

Event	Date
COSC Classes Begin	August 22, 2022
CSU Semester Begins	August 22, 2022
CCC Semester Begins	August 25, 2022
CSCU Classes Begin	August 29, 2022
Labor Day, NO CLASSES	September 5, 2022
College Add'l Day / Study Day, NO CLASSES admin offices open	November 1, 2022
Thanksgiving Recess, NO CLASSES	November 23-26, 2022
CSCU Final Exams	December 12-18, 2022
COSC Semester Ends	December 18, 2022
CCC Semester Ends	December 23, 2022

### ⊗ Spring 2023

Event	Date
MLK Day	January 16, 2023
CSU Classes Begin	January 18, 2023
CCC Classes Begin	January 20, 2023
COSC Classes Begin	January 23, 2023
CSU Presidents' Recess, NO CLASSES	February 17-20, 2023
CCCs Open, Classes in Session	February 20, 2023
Spring Recess, NO CLASSES	March 13-19, 2023
Day of Reflection, NO CLASSES	April 7, 2023
CSCU Final Exams	May 8-14, 2023
Memorial Day, NO CLASSES	May 29, 2023
CSU Semester Ends	May 31, 2023
CCC Semester Ends	June 1, 2023

**\*\*Calendar subject to change\*\***

## **Attachment E - Contract Provisions**

### 1. Statutory Authority:

Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and /or 10a-151b provides the College with the authority to enter into contracts in the pursuit of its mission.

### 2. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.

### 3. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes, regulations and laws, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA") and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

### 4. Claims Against the State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State 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 legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

### 5. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## 6. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

## 7. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the College prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the College. Contractor shall provide an annual electronic update of the three (3) documents to the College on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

## 8. Termination:

- (a) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may terminate the contract whenever the College makes a written determination that such termination is in the best interests of the State. The College shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the College, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
  - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost



profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College may request.

- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

#### 9. Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "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;
- 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- 8) "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;

- 9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- 10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-

68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human

Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 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 C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box: ☐

#### 10. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the College shall provide a copy of these orders to the Contractor.

11. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

12. Campaign Contribution restrictions:

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE**

**CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political

committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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

### **DUTY TO INFORM**

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

### **PENALTIES FOR VIOLATIONS**

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

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

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

### **CONTRACT CONSEQUENCES**

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

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

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

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

## DEFINITIONS

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

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the

furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any 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.

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

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as



president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

### 13. Large State Contract Representation for Contractor:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is submitting bids or proposals without fraud or collusion with any person.

### 14. Large State Contract Representation for Official or Employee of the College:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

### 15. Consulting Agreements Representation:

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor makes the representations set forth in Exhibit A., Consulting Agreements Representation.

### 16. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

17. Iran Energy Investment Certification:

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

18. Disclosure of Records:

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of

Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

19. Whistleblower:

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

20. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor's fiscal year. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the College for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the College with copies of all independent auditors' reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, the College, or the General Accounting Office (GAO) during normal business hours.

21. Confidential Information:

(a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

- (b) For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

## 22. FORCE MAJEURE:

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence (“Force Majeure”). Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, war, embargo, pandemics, epidemics, public health events of international concern (“PHEIC”), supply chain delays from countries or regions effected by PHEIC, governmental actions or orders (e.g., quarantine restrictions, travel restrictions, limitations on public gatherings, etc.), strikes, boycott, lockout, accident, explosion, riot, insurrection, terrorist act, Act of God, acts of governmental authority, or unusually severe weather.

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, the College may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, the College shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

## 23. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the College at reasonable times.

## 24. Assignment:

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

## 25. Contractor’s Standards of Conduct:

- (a) In order to insure the orderly and efficient performance of duties and services at the College and to protect the health, safety and welfare of all members of College/University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
  - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
  - iii. Smoking in buildings;
  - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;

- v. Violation of applicable traffic or public safety regulations or of College/University rules and procedures;
  - vi. Unauthorized use of College/University vehicles, equipment or property;
  - vii. Use of University telephones for personal business;
  - viii. Removal or theft of University property;
  - ix. Unauthorized duplication or possession of University keys;
  - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
  - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
  - xii. Interference with the work of other employees;
  - xiii. Work attire other than the specified uniform; and
  - xiv. Loud, vulgar behavior or the use of profanity.
- (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 25. (a) above. The College may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the College from time to time, as required, to protect the health, safety and welfare of the College community. Upon request of the College, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

#### 26. References to Statutes, Public Acts, Regulations, Codes and Executive Orders:

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

#### 27. Entire Agreement:

This written contract, including Exhibit A, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the College. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

<hr/>	<hr/>
Consultant's Name and Title applicable)	Name of Firm (if applicable)

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Start Date	End Date	
Cost		

The basic terms of the consulting agreement are:

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Description of Services Provided:

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

If YES: \_\_\_\_\_

Name of Former State Agency	Termination Date of
Employment	

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

\_\_\_\_\_  
Signature of person signing this Contract

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

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

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

## Attachment F – OPM Form 1



### STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.*

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#### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any 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 submission of your bid or proposal (if no bid or proposal—submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

#### Check One:

☐ Initial Certification

☐ Updated Certification because of change of information contained in the most recently filed certification

#### CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:



<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

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

\_\_\_\_\_  
Printed Name of Authorized Official

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

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
My Commission Expires



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC         </div> <div style="width: 48%;"> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____         </div> <p style="font-size: small; margin-top: 5px;"><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <div style="margin-top: 10px;"> <input type="checkbox"/> Other (see instructions) ► _____         </div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: TIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

(Revised 09/3/15)

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 32-9a." "Minority" groups are defined in Section 32-9a 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)(F) of the Contract Compliance Regulations.

**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen 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 requirement of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



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

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

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

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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

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

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

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

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

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

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

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

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

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

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

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

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

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART 1 – Bidder Information

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

### PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

(Page 4)

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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

Date:

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

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

**PART V - Bidder Hiring and Recruitment Practices**

(Page 5)

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	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			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 fact, 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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