



# Central Connecticut State University

*Start with a Dream. Finish with a Future.*

## Purchasing Department

### REQUEST FOR PROPOSAL NO. 2016-32

#### Management Contract of Dining Services Operation and Development

#### INTRODUCTION

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified companies to provide Dining Services Operations at all campus locations as stated herein.

#### AUTHORITY

This RFP is issued by CCSU under the provisions of the Connecticut General Statute's 4a-52a and 10a-151b.

#### RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1	Administrative Overview
Section 2	Scope of Work
Section 3	Proposal
Section 4	Administrative Documents
Section 5	Proposal Evaluation
Appendix I	Instruction to Proposers
Appendix II	Proposal Certification
Appendix III	CHRO Contract Compliance Regulations Notification to Bidders
Appendix IV	OPM Ethics Form 1
Appendix V	OPM Ethics Form 5
Appendix VI	OPM Ethics Form 6
Appendix VII	OPM Ethics Form 7
Appendix VIII	OPM Nondiscrimination Certification
Appendix IX	Connecticut State Election Enforcement Commission Form 11
Appendix X	RFP Response Check List
Appendix XI	CCSU Green Procurement Policy
Attachment A	Draft Boiler Plate Contract Language (to be issued as an addendum)
Attachment B	Annual Retail/Concession Sales by Year 2011/4/30/2016
Attachment C	Retail Sales by Month 2015 and 2016 Year to Date
Attachment D	Catering Gross Sales by Year from 2011 to 4/30/2016
Attachment E	Catering Gross Sales by Month 2015 and YTD through 4/30/2016

Attachment F	All-Access Meal Plans Count by Breakfast, Lunch and Dinner for 2015 and 2016 (excludes exam period)
Attachment G	Summer Catering 2014 and 2015
Attachment H	2013 – 2015 Daily Meal Plan Counts
Attachment I	Willard and DiLoreto Café Drawings
Attachment J	Memorial Hall Database Prints
Attachment K	Student Center Database Prints
Attachment L	Starbucks Drawings
Attachment M	Hilltop Café Drawings
Attachment N	Arute Stadium Database Drawings
Attachment O	Hitchcock Young Pavilion Database Drawings
Attachment P	Starbucks Equipment List
Attachment Q	Catering Pricing
Attachment R	Retail Pricing
Attachment S	Sodexo Contract (redacted)
Attachment T	Smallwares and Supplies Inventory as of <b>XXX</b> (to be issued as an addendum)
Attachment U	Capital Equipment Inventory as of <b>XXX</b> (to be issued as an addendum)
Attachment V	Food Services Planning Committee Meeting Minutes
Attachment W	Inter-Residence Council Food Committee Meeting Minutes
Attachment X	Average number of transactions for retail locations from 7/1/2015 – 5/6/2016

## **Section 1. Administrative Overview**

### **1.0 ADDENDA TO THIS RFP**

CCSU may issue one or more addenda related to this RFP. Such addenda shall be posted at <http://das.ct.gov/cr1.aspx?page=12>. It shall be the responsibility of prospective proposers and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the proposal on or before the proposal opening date and time.

This process is intended to ensure that all Proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by Addenda from the Purchasing Department of the University.

### **1.1 COMMUNICATION BETWEEN THE UNIVERSITY AND THE PROPOSERS**

#### **Informal Communications:**

From the date of issuance of this RFP until the Contract is executed with the selected proposer or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:

- Requests from the proposers to any department(s) at the University, for information, comments, speculation, etc.; and
- Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

#### **Formal Communications:**

From the date of issuance of this RFP until a Contract is executed with the selected proposer or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this RFP. Formal communications shall include but not be limited to:

- Mandatory Pre-Proposal Conference, Tour, and Site Inspection – see Section 1.2
- Follow-up Questions from Proposers to CCSU – see Section 1.3a
- Oral Presentations
- Pre-Award Negotiations

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY CONTRACTORS PROPOSAL OR CANCELLATION OF THIS RFP.

### **1.2 MANDATORY PRE-PROPOSAL CONFERENCE, TOUR, AND SITE INSPECTION**

CCSU will conduct a mandatory pre-proposal conference, tour, and site inspection on May 16, 2016 at 10 AM at the CCSU Social Science Hall, room 109 to review RFP specifications and requirements, as well as a mandatory tour and site inspections of the dining facilities.

**Parking will be made available in Welte Garage for the pre-proposal conference, tour and site inspection.**

Proposers are prohibited from bringing and/or providing promotional items or “token gifts” for the committee or any employee of the University.

Attendance at this pre-proposal conference, tour, and site inspection is a prerequisite and a requirement to be qualified to submit a proposal. Proposals will be accepted only from those firms who are represented at the pre-proposal conference, tour and site inspections as evidenced by the representatives’ signatures on the attendance roster. Failure to have a representative attend conference, tour and site inspections or late arrivals (10 minutes or more) will preclude your firm from submitting a proposal.

### **1.3a SUBMISSION OF QUESTIONS**

Proposers shall submit all questions in writing to Thomas Brodeur, Purchasing Manager, via email to brodeur@ccsu.edu. No verbal questions will be entertained. The deadline for submission of questions is 4:30 p.m., E.S.T., on **May 17, 2016**. Any questions and their answers shall be published as an addendum. See sections 1.0 and 1.1 for additional information on Addendums.

Under no circumstances may any proposer or its representative contact any employee or representative of the University regarding the RFP or proposals, other than as provided in this section or Section 1.1 prior to the execution of the Contract. Strict adherence to this important procedural safeguard is required.

Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.

### **1.3b CAMPUS VISITS**

Contractors are permitted to visit the public spaces of the campus food service at times they are open but only after requesting permission in writing from:

Thomas Brodeur, C.P.M  
Purchasing Manager  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-0410  
FAX: 860.832.2522  
Email: Brodeur@ccsu.edu

Please note that questioning or interviewing CCSU employees and students when visiting the campus will not be permitted at any time. Failure by any Proposer to observe this restriction may be cause for rejection of their proposal.

### **1.4 SUBMISSION OF PROPOSALS**

**Proposers shall submit a clearly marked original and fourteen (14) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive.** Proposals **shall be received** by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on May 31, 2016 at which time a representative of

the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the execution of the Contract.

Proposals shall be mailed or hand delivered to:

Thomas J. Brodeur, C.P.M.  
Purchasing Department, Marcus White Annex Room 006  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-4010

Any proposal received after 3:00 p.m. E.S.T. on May 31, 2016 shall be rejected and will not be opened. The University does not take responsibility for any lost or misdirected mail.

The outside cover of the package containing the proposals shall be marked:

**RFP 2016-32, Proposal for Management Contract of Dining Services Operations and Development, submitted by (Name of Contractor) and should specify what box/container it is of the total number of boxes/containers.**

## **1.5 RFP TERMS AND CONDITIONS**

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated Contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Contracts. The failure of any respondent to receive and/or examine the RFP, including all exhibits and attachments, document, form, addenda, or to acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed Contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into any subsequent Contract.

## **1.6 ADVERTISING**

In submitting a proposal, the Contractor agrees, unless specifically authorized in writing by an authorized representative of CCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Central Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

## **1.7 DISQUALIFICATION OF PROPOSALS**

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Proposer's proposal may be disqualified for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.

- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision affording the Contractor the right to accept or reject award.
- The Contractor is on the State of Connecticut Department of Labor Debarment List (current issue) at any time up to the execution of the Contract.
- The Contractor is currently in default or has been in default of any prior State of Connecticut Contract.
- The Contractor materially misrepresents information in their proposal.

## **1.8 RIGHTS RESERVED**

CCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CCSU will be served. Should CCSU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

## **1.9 AWARD NEGOTIATIONS**

Proposals should be submitted on the most favorable terms in response to this RFP and comply with IRS Revenue Procedure 97-13 as modified by Revenue Procedure 2001-39, see Section 2.3 Key Campus Issues for more information. Proposals must demonstrate an understanding of the scope of work and the ability to provide said work set forth and must include information that will enable the University to determine the proposer's over-all qualifications. The University reserves the right to request additional information or clarification on any information included in the Firms proposal.

Prior to the award, the University may elect to conduct negotiations with the highest ranked proposer(s) for purposes which include:

- Resolving minor differences and informalities
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from proposers
- Exploring ways to improve the final Contract

## **1.10 FORMATION OF CONTRACT**

See Attachment A, for “Draft Boiler Plate Contract Language”.

CCSU reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Draft Boiler Plate Contract Language, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

## **1.11 INSPECTION OF PROPOSALS AND CONFIDENTIAL INFORMATION**

Proposals may be available for public inspection after the Contract is signed by all parties. Information marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

The University treats each Proposal as confidential until after the Contract is executed. At that time they become subject to disclosure under the Freedom of Information Act (FOIA). If a respondent wishes to supply any information, which it believes is exempt from disclosure under the FOIA the respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

## **1.12 TERM OF CONTRACT**

The initial term of the Contract shall be for five (5) years, extending from **August 1, 2016 through June 30, 2021**, and may with mutual consent be renewed once for one additional five (5) year term. There may be some overlap between the termination of the current contract and the implementation of the new contract; however, the responsibilities of each party during the overlap will be negotiated and specified.

## **1.13 CONTRACT INVALIDATION**

If any provision of the Contract is found to be invalid, such invalidation will not be construed to invalidate the entire Contract.

## **1.14 INDEMNIFICATION**

### **1.14.1**

- (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 or 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 include claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) 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.
- (d) 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 contributed to the Acts giving rise to the claims.

- (e) 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 and at a minimum those prescribed in Section 2.5 of the Draft Boiler Plate Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College/University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

1.14.2 Liens: The successful Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor.

1.14.3 Actions of Contractor: The actions of the successful Contractor with third parties are not binding upon the University. The Contractor is not a division of the University, partner or joint venture of/with the University.

## **1.15 FORUM AND CHOICE OF LAW**

The terms and provisions of this RFP, and any ensuing Contract shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The awarded Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. “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.”

## **1.16 CONTRACT TERMINATION FOR CAUSE**

Either party may terminate this Contract for cause by providing a Notice to Cure to the noncompliant party citing the instances of noncompliance with the Contract.

1.16.1 The noncompliant party shall have ten (10) calendar days to reply to the Notice to Cure and indicate why the Contract should not be terminated and recommend remedies to be taken.

- 1.16.2 If the parties reach an agreed upon solution, the noncompliant party shall then have thirty (30) calendar days after such remedy is reached to cure the noncompliance cited in the Notice to Cure. If such remedy cannot be fully implemented within thirty (30) calendar days, both parties shall mutually agree on the appropriate number of days to cure such notice..
- 1.16.3 If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by the noncompliant party, the other party reserves the right to terminate the Contract.
- 1.16.4 If the mutually agreed upon solution is not implemented by the noncompliant party in accordance with Section 1.16, the other party reserves the right to terminate the Contract. Or if the noncompliance recurs, the other party reserves the right to terminate the Contract without providing a Notice to Cure.

## **1.17 CONTRACT TERMINATION FOR CONVENIENCE**

- 1.17.1 Termination by the University: Except as provided in Section 1.17 hereof, and subject to the sections intended to survive termination or expiration of the future Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time, upon written notice, which must be given one hundred fifty (150) days prior to the beginning of the semester that follows the semester during which notice is given,, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the required written notice. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice, unless the University identifies an earlier date than the date specified in the notice to facilitate a smooth transition.
- 1.17.2 Termination by the Contractor: Subject to those sections intended to survive termination or expiration of the future Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor without cause or penalty at any time, upon written notice, which must be given one hundred fifty (150) days prior to the beginning of the semester that follows the semester during which notice is given, sent to the University by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the Contractor, by providing the required written notice. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice, unless the University identifies an earlier date than the date specified in the notice to facilitate a smooth transition.

## **1.18 CAMPAIGN CONTRIBUTION RESTRICTIONS**

For purposes of the Campaign Contribution Restrictions, a "State Contract" is defined to mean:

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.

For all State Contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state Contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.

The SEEC notice advising state Contractors of state campaign contribution and solicitation prohibitions is \_\_\_\_\_ located \_\_\_\_\_ at [http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting/\\_seec\\_form\\_11\\_notice\\_only.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_11_notice_only.pdf).

## **1.19 EXECUTIVE ORDERS**

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

For full text of the Executive Orders, see [http://das.ct.gov/Purchase/Executive\\_Orders\\_new.pdf](http://das.ct.gov/Purchase/Executive_Orders_new.pdf).

## **1.20 WHISTLE BLOWER PROTECTION**

The Auditors of Public Accounts have been authorized to receive information concerning matters involving corruption, unethical practices, violation of State laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any State department or agency.

The Auditors can be reached by calling (800) 797-1702 or by email at [patricia.wilson@ct.gov](mailto:patricia.wilson@ct.gov) or in writing:

Auditors of Public Accounts  
18 Trinity Street  
Hartford, CT 06106-1628  
Attention: Patricia Wilson, Administrative Auditor

Any awarded Contract as a result of this RFP 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.

### **1.21 SUMMARY OF STATE ETHICS LAWS**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes shall be incorporated by reference and made a part of any awarded Contract as a result of this RFP as if the summary had been fully set forth in the Contract.

### **1.22 DISCLOSURE OF RECORDS**

Any awarded Contract as a result of this RFP will 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.

### **1.23 NONDISCRIMINATION**

Any awarded Contract as a result of this RFP is subject to the following nondiscrimination provisions

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "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;

- v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. “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;
- vii. “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. “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;
- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. “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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter

#### **1.24 CLAIMS AGAINST THE STATE**

The awarded 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.

#### **1.25 PROFESSIONAL STANDARDS**

The awarded Contractor agrees that in rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethics. 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 College/University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of College/University, such services as College/University requests, provided in the contract.

#### **1.26 CONTRACTOR'S STANDARD OF CONDUCT**

The awarded Contractor agrees that in rendering services under this contract, the Contractor shall

(a) In order to insure the orderly and efficient performance of duties and services at the University 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 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 Section 1.26 (a) above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.26(a) above, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

## Section 2. Scope of Work

### 2.1 BACKGROUND AND GOALS OF THE UNIVERSITY

Central Connecticut State University (CCSU) was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university. CCSU is governed by the Connecticut State Colleges & Universities (ConnSCU) Board of Regents, which oversees the four Connecticut state universities (Central, Eastern, Southern, and Western) and the state's 12 community colleges and Charter Oak. For more information: <http://www.ct.edu/regents>.

Princeton Review selected CCSU as one of "The Best Northeastern Colleges" and one of "America's Best Value Colleges." In 2014, CCSU's School of Business joined the ranks of 5% of prestigious institutions in earning accreditations by the Association of Advance Collegiate School of Business. The University kicked off its MBA program in fall of 2015 and enrollment is in progress for the Masters in Accounting Program.

The college guide book "Great Colleges for the Real World: Get in, Get out, Get a Job" selected CCSU as one of the "best 200 colleges" in the nation.

CCSU dining services are more than an essential service among the University's educational responsibilities and activities. The dining services are a contributing force in the continuing well-being and academic progress of the students.

The successful dining service Contractor will design and maintain a dining service program that enhances the quality of life for students, faculty, and staff and contribute significantly to a total quality educational experience. This charge requires experienced, professional management that offers quality, nutritious foods carefully prepared, attractively presented and served in clean and comfortable surroundings, satisfying portions at reasonable client cost, well-trained and experienced personnel, convenient service schedules, positive public relations and economically sound and efficient operating practices. The University is seeking a company that is vitally interested in building the campus dining service and one that is innovative, vigorous, imaginative, and realistically mindful of resource limitations and restraints with which the University can develop a long-term Contract.

The CCSU dining program, especially the resident services, are critical financial contributors to the University and CCSU seeks to build upon the quality services currently in place.

The construction of our new dining facility, Hilltop Café, and renovations of our auxiliary buildings was and will be funded with tax exempt bond proceeds. **As such, the resultant management Contract will need to be in compliance with I.R.S. Revenue Procedure 97-13 as modified by Revenue Procedure 2001-39**, so, that the University can protect itself against any potential "private use" issues. Respondents should be aware of this stipulation and be prepared to structure their Proposal and any resulting Contract so as to satisfy the "safe harbor" remedies available to avoid "private use".

#### **Campus Priorities:**

1. **Maintain Very Competitive Room and Board Rates:** The University is committed to maintaining and improving upon our high quality program, and is interested in strategies to keep costs down over the term of the Contract in light of inevitable increases in food, labor, and transportation. The University recognizes we are in a competitive market and our residential dining rates, compared to our competitors’ plays a significant role in the University’s ability to achieve maximum capacity in our residence halls. Therefore, the University will be interested to see your proposal and plan for maintaining meal plan prices for the budget-conscious consumer.
  
2. **Integration of Hilltop Café, the New Resident Dining Facility which opened in March 2016:** The University recently opened a new residence hall “Mid Campus Residence Hall” in August of 2015, as well as a new second Dining Hall “Hilltop Café” in March of 2016. The successful Proposer will demonstrate their ability throughout the proposal to:
  - Manage 2 residential dining facilities, including balancing utilization between the 2 different locations to maximize the capacity at both locations
  - Ensuring that our existing residential dining location, Memorial Hall, and the retail locations remain fresh and appealing and are able to compete with the new location.
  
3. **Enhance, Expand, and Renovate Retail Locations:**
  - **Bring retail brands to CCSU that will excite students and the campus community**
  - **Successfully open and market the new Starbucks Store** Develop new retail spaces for the New Eatery previously known as Café Noche, a Retail location in the new Willard and DiLoreto Space, and the concessions area of Huang/Kaiser Athletic Center with brands that will excite the students and campus.

For more information about CCSU please visit [web.ccsu.edu](http://web.ccsu.edu).

## 2.2 CURRENT CAMPUS PROFILE

### a. Student Population:

#### Headcount including both full-time and part-time students:

- Fall 2013 Undergraduate Population – 9,771
- Fall 2013 Graduate Population – 2,094
- Spring 2014 Undergraduate Population – 9,140
- Spring 2014 Graduate Population – 2,015
- Fall 2015 Undergraduate Population – 9,799
- Fall 2015 Graduate Population – 2,287
- Spring 2016 Undergraduate Population – 9,125
- Spring 2016 Graduate Population – 2,168

The majority of the students who attend CCSU live within the state of Connecticut. The following is a summary of the students who live in Connecticut by mileage categories:

#### **SPRING 2016**

<b>Undergraduate Students Residency</b>		
Within 5 Miles	1,609	18.4%
From 6 to 10 Miles	1,850	21.2%
From 11 to 15 Miles	1,763	20.2%

From 16 to 20 Miles	1,006	11.5%
Over 20 miles and within CT	2,510	28.7%
<b>TOTAL UG (In-state)</b>	<b>8,738</b>	<b>100.0%</b>

<b>Graduate Students Residency</b>		
Within 5 Miles	415	20.6%
From 6 to 10 Miles	436	21.6%
From 11 to 15 Miles	422	21.0%
From 16 to 20 Miles	230	11.4%
Over 20 miles and within CT	511	25.4%
<b>TOTAL GR (In-state)</b>	<b>2,014</b>	<b>100.0%</b>

Complete student statistics can be found at the CCSU “Fast Facts” web page located at <http://web.ccsu.edu/about/fastfacts.asp>.

b. Residence Hall Capacity and Occupancy:

CCSU offers on campus housing in 10 residence halls, with a maximum of approximately 2,499 students. CCSU’s newest residence hall “Mid Campus Residence Hall” opened in the Fall 2015 semester. It has a maximum capacity of 633 beds. Each residential student is currently required to have an all-access dining plan regardless of room type.

<b>Residence Hall</b>	<b># of beds</b>
Mildred Barrows Hall	232
Clarence Carroll Hall*	0
Samuel J. May Hall	157
Thomas H. Gallaudet Hall	267
Catharine Beecher Hall	132
Robert E. Sheridan Hall	215
Seth North Hall	118
Robert Vance Hall Double	260
Robert Vance Hall – Single**	70
F. Don James Hall	415
Mid-Campus Hall-Sngl	69
Mid-Campus Hall-Dble	524
Mid-Campus Hall- Dble w/ no living rm	40
<b>Total Maximum Capacity</b>	<b>2,499</b>

\*It is anticipated that at least one residence hall will be off-line for renovation at all times during the next decade, which will reduce the maximum capacity of the residential beds. The 2,499 represents the maximum capacity with Carroll Hall being off-line. During the first five year term, the University has tentatively identified that Carroll and then Barrows will be taken off-line. The timing and sequence is subject to change, but as of today it is as follows:

FY	17	Clarence Carroll
FY	18	Clarence Carroll
FY	19	Clarence Carroll
FY	20	Mildred Barrows
FY	21	Mildred Barrows

\*\*In addition, the University at its own discretion may convert doubles to singles or doubles to triples. The University has approximately 25 medical singles each year which can occur in any of the double occupancy rooms. In addition, as noted above, CCSU has converted 70 traditional singles in Vance for the upcoming Semester.

Semester	Housing Occupancy History as of Third Week					
	Fall 2010/Spring 2011	Fall 2011/Spring 2012	Fall 2012/Spring 2013	Fall 2013/Spring 2014	Fall 2014/Spring 2015	Fall 2015/Spring 2016
Fall	2,156	2,130	2,123	2,090	2,129	2,348
Spring	2,066	1,935	1,863	1,873	1,940	2,183
Average housing	2,111	2,033	1,993	1,982	2,035	2,266
incr/decr		(79)	(40)	(12)	53	231
% Incr/decr		-3.72%	-1.94%	-0.58%	2.67%	11.35%

\* **NOTE:** The Housing Occupancy counts are taken after the 3rd week freeze and may fluctuate during the remaining of each semester.

For additional information on individual residence halls, visit <http://web.ccsu.edu/reslife/resHalls/halls.asp>.

c. Most Recent Employee Profile:

<b>CATEGORY</b>	<b>As of 3/31/16 Positions</b>
<b>FULL-TIME</b>	
Faculty	446
Counselors	3
Librarians	13
Coaches	31
Classified	221
Administrative	215
Managerial Professional	40
<b>TOTAL POSITIONS</b>	<b>969</b>

<b>PART-TIME</b>	<b>As of 3/31/16</b>
Lecturers	519
Permanent/Intermittent	11
University Assistants	96
Graduate Assistants	80
Other Part-Time	85
<b>TOTAL POSITIONS</b>	<b>791</b>

d. Current Service Provider and CCSU Status as a Union Campus:

Food services at CCSU are currently being provided by Sodexo Operations LLC (“Sodexo”). CCSU food service staff are employees of Sodexo Campus Services and are members of Local 217. These employees are a vital part of CCSU service. The University will require that the awarded Contractor:

- Honor the existing Contract between Sodexo and Local 217.
- Honor current wage and grade rates in place for current staff.
- Provide all current staff with a seamless transition to the new Contractor as necessary.
- Offer, at minimum, comparable benefits to current circumstances.

For a copy of the current Collective Bargaining Agreement with Local 217, email your request to [brodeur@ccsu.edu](mailto:brodeur@ccsu.edu)

e. Hours of Operation

	<b>Memorial Hall</b>	<b>Hilltop Café</b>
<b>Monday thru Thursday</b>	7:30 a.m. - 11:30 a.m. Breakfast 11:31 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	7:30 a.m. - 11:00 a.m. Continental Breakfast 11:01 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner 7:31 p.m. - 9:00 p.m. Late Night Dining
<b>Friday</b>	7:30 a.m. - 11:00 a.m. Breakfast 11:01 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	7:30 a.m. - 11:00 a.m. Continental Breakfast 11:01 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner
<b>Saturday</b>	9:00 a.m. - 2:00 p.m. Brunch 2:01 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	Bidders should plan on Hilltop being open for one or more days on the weekends for residential meals <u>at least 12 times per year</u> at the University's request. Examples of these days include Orientation Weekend, Home Football games, Homecoming, Family Day, Open House, and Home Basketball Games. Only events which are catered would be charged at an alternative rate, otherwise the traditional charge for a walk-in would be applied for non-meal plan students.
<b>Sunday</b>	9:00 a.m. - 2:00 p.m. Brunch 2:01 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	

Devils Den Food Court in Student Center (Cash – a la carte)

Monday - Thursday  
7:30a.m. - 10:00 p.m.

Friday  
7:30a.m. - 3:00 p.m.

Saturday, Sunday, Winter and Summer Sessions Closed

Starbucks in the Library

Monday - Thursday  
7:30 a.m. - 6:30 p.m.

Friday  
7:30 a.m. - 3:30 p.m.

Saturday  
7:30 a.m. – 2:00 p.m.

Sunday, Winter and Summer Sessions Closed  
Hours to be extended when service window is operational.

The Retail Wall in the Social Sciences Building

Monday - Thursday  
9:00 a.m. - 2:00 p.m.  
3:30 p.m. - 6:00 p.m.

Proposed Eatery Restaurant in Memorial Hall (when built)

Monday - Saturday  
4:00 p.m. - 12:00 a.m.

Summer

Dining Facility (Conference, Camp, Cash)

## 2.3 DINING SERVICES OVERVIEW

### Resident Dining:

- Currently all resident meals are served at Memorial Dining Hall (second floor) and Hilltop Café as a traditional all-access and all you-care to eat dining plan. Primarily for residents but accessible to the entire CCSU community.

CCSU recently opened a new residential dining facility, Hilltop Café in the northeast corner of campus in March, 2016. Its primary purpose will be to serve the residents of the northeast quad (Vance, Gallaudet, Sam May and Sheridan Halls), however the Hilltop Café will be open to all CCSU residents so that special University events could take place in a designated area of the building.

The new Hilltop Café is fully self-sufficient with 17,047 square feet and has approximately 538 seats, with an expected capacity per meal of 1,000, serving about 425 diners per seating.

**Resident Meal Plans**

Current TrueBlue Meal Plans are available to all students and required for resident students. This plan provides the student with unlimited access to Memorial Dining Hall and the New Hilltop Café Dining Hall seven days per week during operating hours. All plans currently include Bonus Meals. Bonus Meals may be for used for a guest in Memorial Dining Hall or at the Student Center based on a meal equivalency. The student may also choose a plan that includes a set amount of Blue Chip Dollars to use at our other dining locations across campus. Meal plans are purchased through Residence Life.

The Meal Plan rates for the Fall 2016/Spring 2017 have already been established, and it is not anticipated that the Meal Plans offered or the pricing for those plans would be impacted by this procurement. The following is a summary of the student pricing for the Fall 2016/ 2017 Spring Academic Year:

Plan	Access to Memorial Dining Hall	Bonus Meals	Blue Chip Dollars	Student Price/Semester
TrueBlue	Unlimited	20	-	\$2,413
TrueBlue+100	Unlimited	20	100	\$2,513
TrueBlue+200	Unlimited	20	200	\$2,613
TrueBlue+250	Unlimited	20	250	\$2,663

**Historical Resident All-Access Meal Plan Sales:**

**A. FY 2012/2013 - Meal Plan Buy-In**

Price	Plan	# Students
<b>Fall 2012</b>		As of 9/14/12
\$2,103	TrueBlue	932
\$2,203	TrueBlue + 100	733
\$2,303	TrueBlue + 200	218
\$2,353	True Blue + 250	274
<b>TOTAL</b>		<b>2,157</b>
<b>Spring 2013</b>		
\$2,103	TrueBlue	849
\$2,203	TrueBlue + 100	619
\$2,303	TrueBlue + 200	203
\$2,353	TrueBlue + 250	239
<b>TOTAL</b>		<b>1,910</b>

**B. FY 2013/2014 – Meal Plan Buy-In**

Price	Plan	# Students
<b>Fall 2013</b>		As of 9/13/13
\$2,198	TrueBlue	647
\$2,298	TrueBlue + 100	932
\$2,398	TrueBlue + 200	226
\$2,448	TrueBlue + 250	348
<b>TOTAL</b>		<b>2,153</b>
<b>Spring 2014</b>		
\$2,198	TrueBlue	468
\$2,298	TrueBlue + 100	981
\$2,398	TrueBlue + 200	147
\$2,448	TrueBlue + 250	321
<b>TOTAL</b>		<b>1,917</b>

C. FY 2014/2015 - Meal Plan Buy-In

Price	Plan	# Students
<b>Fall 2014</b>		As of 9/14/14
\$2,275	TrueBlue	613
\$2,375	TrueBlue + 100	1,010
\$2,475	TrueBlue + 200	164
\$2,525	TrueBlue + 250	393
<b>TOTAL</b>		2,180
<b>Spring 2015</b>		
\$2,275	TrueBlue	469
\$2,375	TrueBlue + 100	1,046
\$2,475	TrueBlue + 200	123
\$2,525	TrueBlue + 250	364
<b>TOTAL</b>		2,002

D. FY 2015/2016 – Meal Plan Buy-In

Price	Plan	# Students
<b>Fall 2015</b>		As of 9/18/15
\$2,343	TrueBlue	726
\$2,443	TrueBlue + 100	1,003
\$2,543	TrueBlue + 200	213
\$2,593	TrueBlue + 250	430
<b>TOTAL</b>		2,372
<b>Spring 2016</b>		
\$2,343	TrueBlue	685
\$2,443	TrueBlue + 100	919
\$2,543	TrueBlue + 200	194
\$2,593	TrueBlue + 250	397
<b>TOTAL</b>		2,195

**Commuter Meal Plans:**

In Academic Year 2012/2013 the University implemented a commuter meal plan. At the time of implementation the existing Contractor offered a 20% discount when a student utilized their blue chip card. Note the discount was eliminated on 7/1/15. The following summary includes all pertinent data about the program. Due to system limitations, the current meal plans purchased from one semester do not carry over to the other, and expire on the day after the last day of exams in each academic semester.

<u>AY</u>	<u>Term</u>	<u>Price/MP</u>	<u>Total Term Amount</u>	<u>Total MP Count</u>	<u>Total unduplicated Student Count/MP by Term</u>	<u>Total unduplicated Student Count/Academic Year</u>
12/13	Fall	MP20	129	3,096	24	18
		MP30	189	4,347	23	21
		MP40	249	11,205	45	42
	Spring	MP20	129	4,128	32	25
		MP30	189	3,591	19	18
		MP40	249	13,197	53	47
<b>12/13 AY total</b>			<b>39,564</b>	<b>196</b>	<b>171</b>	<b>139</b>
13/14	Fall	MP20	133	7,540	56.69	49
		MP30	195	9,555	49	43
		MP40	257	34,734	135.15	115
	Spring	MP20	133	6,916	52	45
		MP30	195	7,410	38	35
		MP40	257	20,560	80	69
<b>13/14 AY total</b>			<b>86,715</b>	<b>410.84</b>	<b>356</b>	<b>275</b>
14/15	Fall	MP20	137	14,522	106.00	98
		MP30	201	12,710	63.23	62
		MP40	265	43,222	163.10	146
	Spring	MP20	137	8,775	64.05	60
		MP30	201	9,246	46.00	43
		MP40	265	31,270	118.00	111
<b>14/15 AY total</b>			<b>119,744</b>	<b>560.38</b>	<b>520</b>	<b>405</b>
15/16	Fall	MP20	155	11,486	74.10	68
		MP30	215	14,405	67.00	66
		MP40	275	46,633	169.58	162
	Spring	MP20	155	8,990	58.00	53
		MP30	215	12,660	58.88	58
		MP40	275	37,125	135.00	117
<b>15/16 AY total</b>			<b>131,298.20</b>	<b>562.56</b>	<b>524</b>	<b>354</b>

Both residential dining facilities allow for the purchase of a daily meal. The new Contractor will have the opportunity to set the purchase of a daily meal rate effective for the Fall 2016 semester.

The current rates for the academic Fall 2015/Spring 2016 are as follows:

Breakfast \$7.50

Lunch \$8.50

Dinner \$9.50

### **Retail Dining Program:**

See Attachment B; Annual Retail/Concession Sales by Year and Attachment C; Retail Sales by Month for data related to historical sales. The following is a list of existing and proposed retail offerings:

- Retail Dining is available at the Devil’s Den located in the Student Center which offers a wide variety of dining options. The University will be making enhancements in advance of the Fall, 2016 semester which will allow for a single point of service (POS) circulation that will improve the efficiency of the space for customers and the Contractor. A wall/partition will be built to separate the dining from the food selection area.
- Jazzman’s in the Elihu Burritt Library, is in the process of being converted to a Starbucks Licensed Store with a walk-up window to enhance hours of operation, convenience of students, and retail sales. The Starbucks Licensed Store is scheduled to be open by the start of the 2016 fall semester and will be 1,380 square feet. The Contractor will be required to enter into a Master License Agreement with Starbucks to operate this Starbucks Licensed Store. The Contractor will not be financially responsible for the design and construction of Starbucks, however, any other item (equipment, small wares etc.) needed to operate the store will be the financial responsibility of the Contractor subject to Section 7.0 of the Attachment A, Boilerplate Contract. See Attachment P, for list of items which is included in the construction of this store.
- Social Sciences Hall Retail Wall, which was opened in February 2014 offers Green Mountain coffees, specialty beverages, pre-made salads and sandwiches, gluten-free/low-calorie/healthy pre-packaged snacks.

Nutmeg Room is on the ground floor of Memorial Hall and offers a rotating menu of hot foods as well as made-to-order sandwiches and hamburgers. This space is currently supported by a dedicated kitchen and serving line. The YTD sales for FY 2016 is \$18,553. It is anticipated that the Nutmeg Room will go off-line during the Spring 2017 semester once the “Café Noche” is open.

### **Enhancements Required:**

- The Contractor shall implement fresh and new brands in the Devil’s Den and the implementation of these brands will necessitate renovation in areas such as the signage, serving areas and kitchen.
- The Contractor shall design, develop and construct a new approximate 1,900 square feet retail location in the ground floor of the southwest corner of Memorial Hall. The University has been referring to this eatery as “Café Noche”, however, the University will be interested in branding

proposals from bidders to maximize this opportunity. CCSU envisions it being a vibrant late night option (open until midnight) for the campus community. It will be a branded concept location with direct access to the main Memorial Hall kitchen for cooking, prep work, etc. This concept shall be based on CCSU Community feedback which included a patio overlooking the Vance Green. It is anticipated that construction for “Café Noche” will be completed in 2017.

- The University is targeting completion of the Willard and DiLoreto renovation and connection of these buildings in 2018. The University has designated a retail space in the grand lobby, which will entail a food option, since currently there are none on southwest side of campus. It is anticipated that the approximate square footage will be 635 and there will be general seating in the grand lobby; therefore, the Contractor will not have to account for seating in the development of this retail space. The Contractor will be required to design, develop and build out this retail option. See Attachment I for additional information related to this space designated for this project. In addition, the University anticipates that the Grand Lobby will also provide additional catering opportunities for special University events.
- The University anticipates completion of the Huang/Kaiser Recreation Center during the Spring 2019 Semester. The Contractor will be required to design, develop and build out this concession opportunity. This space will be approximately 500 square feet.

The University anticipates renovating the Nutmeg Room once the new Eatery is open. This would enable the creation of two spaces at that location. The University has a desire to convert approximately one third of the Nutmeg Room to a meeting room and the remaining space will continue to operate as the Nutmeg Room until such time as Café Noche opens, at which time that space will also be converted to a meeting / conference space. It is anticipated that as this space is converted to meeting space, catering could then occur in these locations.

For information on current resident and retail/commuter dining locations, hours of operation and menus see

<https://ccsudining.sodexomyway.com/dining-choices/index.html>.

### **Dining Program Minor Renovation Fund and Major Facility Development Fund:**

Each of the last two Contracts required an annual \$400,000 Improvement Fund payment to CCSU to facilitate renovations and enhancements to the dining program. While the University believes that this funding is vital to maintaining the high quality services and enhancements to keep the locations fresh and new, the University has made specific changes for this procurement and resultant contract. These changes make a distinction between minor updating and enhancement and the redevelopment initiatives that are more significant in size and scope.

#### **Minor Renovation Fund:**

The University requires that the next Contractor transfer to the University at least \$200,000 per year to facilitate minor renovations, updating, enhancements and repairs that might be needed over the course of the year. These funds will be paid to the University annually and accrue from year to year, and remain with the University at contract termination.

#### **Major Renovation Fund:**

The Contractor will be required to establish a Major Renovation Fund on or before the effective date of the contract. In the event the contract is extended for a second term, the Contractor shall be required to make a specified second contribution to the Major Renovation Fund on or before the effective date of the extension.

As noted above, the Contractor will be required to develop branding programs, design, construct and implement the following locations:

- Implement new branding and renovation to the Devils Den
- New Eatery in the Southwest corner of Memorial Hall and Patio area
- New Retail space in the newly renovated Willard and DiLoreto Academic and Administrative Building
- New Concessions area in our new Huang/Kaiser Recreation Center (specific location to be determined)

The Contractor will be required to establish a fund to develop these critical retail opportunities at the value they propose as part of this procurement. The contribution should support all aspects to ready these spaces for operational use subject to Section 7 of the Contract Boiler Plate. The Contractor in establishing the contribution, should assume that the University will not have funds available to augment these spaces. The attachments I, J, and K include information specific to each of these spaces. In the event that there are funds remaining in the Major Renovation Fund, the funds would be utilized to augment other retail/residential spaces on campus as mutually agreed upon between the University and the Contractor. At the end or termination of the contract, the remaining balance of this fund will be paid to the University.

Since the Contractor will establish, and be the custodian of the funds, and perform the contracting for the renovation and construction, it will result in a departure from the past administration of dining enhancements. The following is a description of how this change will be operationalized to streamline the renovation process:

CCSU Employee-Project Manager:

- The CCSU-Project Manager meets objectives of agency project programs including: design-guidelines, size, quality and schedule.
- The CCSU-Project Manager shall make final authorization on behalf of CCSU to the Contractor to procure both external and internal resources such as architects, engineers, sub-contractors, contractors, consultants and inspection personnel for each project that has been approved by CCSU.
- The CCSU-Project Manager conducts project planning conferences to review project proposal, determine scope of project, services required and evaluates architectural and engineering firms proposing to contract with Contractor.
- The CCSU-Project Manager makes final authorizations on behalf of CCSU to the Contractor for all phases of projects from inception through design, construction and up to and including furnishing and occupancy.
- The CCSU-Project Manager establishes resource requirements, confirms availability of funding and is responsible for monitoring and overseeing project budgets to ensure that all project costs remain within budget.
- The CCSU-Project Manager shall make final authorization on behalf of CCSU to the Contractor for all expenditures within the project.

- The Contractor shall make no payments to any contractors for construction or renovations or perform any construction or renovations without the written permission from the CCSU-Project Manager.
- The CCSU-Project Manager monitors and directs contract execution. The CCSU-Project Manager shall confirm and give final authorization for all negotiated fees, terms and conditions, and ensures timely use of all resource groups.
- The CCSU-Project Manager ensures compliance with codes, permits and ensures timely resolution of construction problems.

The Contractor:

- The Contractor shall direct their internal staff as part of the project management team.
- The Contractor coordinates with the CCSU-Project Manager for all plans to determine scope of project and services required.
- The Contractor shall make no payments to any contractors for construction or renovations or perform any construction or renovations without the written permission from the CCSU-Project Manager.
- Under the supervision of the CCSU-Project Manager the Contractor evaluates architects, engineers, contractors and subcontractors proposing to contract with the Contractor. Prior to construction, the Contractor reviews and confirms all project proposals with final authorization to proceed from the CCSU-Project Manager.
- With authorization to proceed from the CCSU-Project Manager the Contractor shall procure both external and internal resources such as architects, engineers, sub-contractors, contractors, consultants and inspection personnel for each project.
- The Contractor will confirm availability of funding, formulate program goals and objectives, prepare internal quarterly and annual budgets, maintain contacts with individuals who might impact project activities, assist in planning and execution to ensure project needs are met, work to insure that project schedules are met and expedite resolution of project conflicts.

The University also wants the Contractor to bring creative ideas to the table which may impact the University's vision and strategic plan for dining services.

**Blue Chip Card Program:**

CCSU offers the Blue Chip Card to all campus community members, a one card service for identification and virtually all campus access. People can also deposit "dollars" to a Blue Chip account and use these Blue Chip Dollars in resident and retail dining service and other on-campus services, including vending, laundry, and copy machines. This Contract does not include the operation of vending machines.

In addition, customers may use Blue Chip Dollars at a significant number of off-campus food and service locations. A list of on campus locations and off campus merchants is available at <http://www.ccsu.edu/it/bluechipcard/merch-purch-loc.html>.

### **Catering and Conference Program:**

CCSU, located in New Britain, is in the geographic center of Connecticut and close to the state capitol of Hartford; it is a significant presence in the surrounding community. CCSU catering serves, in addition to on-campus customers, many local, regional and state wide service groups, arts festivals and business entities. In addition, CCSU catering also provides catering services to CCSU's Institute of Technology and Business Development (ITBD) located at 185 Main Street, New Britain. The Contractor has the right of first refusal to provide catering events at this location. CCSU's ITBD has contracts with catering providers to fulfill catering needs at ITBD in the event the Contractor chooses not to cater a particular event. This catering excellence is highly visible within the campus community and contributes to CCSU's reputation as a trusted community partner.

It is expected that all catering equipment include but not limited to: tablewares, table cloths, serving dishes, carafes, coffee urns, leftover food items and trash will be picked up by the Contractor and removed after the end of each catered event within a 2 hour window. Thorough cleaning and sanitation of the room or grounds will be performed by others. Any catering which involves served dining shall include the price of the plates, utensils and servery associated with the served meal.

Gross Catering Sales for FY 2011, FY 2012, FY 2013, FY 2014, FY 2015 and YTD 2016 can be found in **Attachment D**.

For information regarding existing catering services at CCSU see CCSU's Central Reservation Handbook located at [web.ccsu.edu/studentcenter/centralreservations](http://web.ccsu.edu/studentcenter/centralreservations).

### **Summer Food Service:**

As a University, summer food service requirements, particularly as they relate to resident and retail dining, are much different than they are during the academic year. See Attachment G for data related to Summer Catering. The student and faculty population is dramatically decreased, however, there are still CCSU students and faculty on campus as well as almost all staff. Additionally, CCSU runs several day camps throughout the summer months as well as hosts several groups of visitors who are residents on campus, some for a week or more at a time. The operator shall make available food services to support these individuals/groups on a case by case basis.

Historically during the summer the CCSU food service operator has served students, visitors and faculty/staff out of the Devil's Den and has used Memorial Hall to serve the summer program groups and camps, and, beginning with summer of 2016, Hilltop Café will serve as an option to meet the needs of these summer activities.

Note that historically there have been no resident or retail food services on campus for approximately two weeks every summer, roughly between the last day of final exams and the beginning of summer classes, and two weeks every winter around the holidays, depending on the year's academic calendar. Catering is still offered and available during these times. The University is in the process of exploring an overnight orientation program, which, if implemented, will require the Contractor to provide food for the event.

### **Athletic Events:**

The University requires that the Contractor provide concession services at the following home athletic events:

- Football
- Men's/Women's Basketball
- Tournaments involving any of the athletic teams, which involve multiple teams
- Local competitions/championships involving playoffs (i.e. Connecticut Interscholastic Athletic Conference (CIAC) Football Championships hosted in the fall of 2013)

If the Contractor determines they do not want to provide concessions at any other athletic event, then the University reserves the right to hire a third party to provide concessions at these events or have students and/or staff provide food at the concession area. If the University hires a third party, the revenue and expense associated with the event would be the University's responsibility.

### **Healthy Dining Options:**

CCSU is interested in expanding its healthy food options in its Resident and Retail food operations, and how the Contractor will make these offerings more attractive for students.

### **Allergens and Dietary Restrictions:**

CCSU needs to ensure that students with food allergies and dietary restrictions are kept safe while being offered the same level of service and options as the general population where practical.

### **Religious, Cultural and Ethnic Foods:**

There is an expectation on campus to provide and make available foods and menus that recognize religious, cultural and/or ethnic requirements and preferences. This interest applies to resident dining as well as retail and catering services.

### **Sustainability:**

1. Appendix XI is CCSU's Green Procurement Policy. A large part of CCSU's green or sustainability efforts revolve around food services, and as such CCSU would like to foster a more sustainable food service program.
2. Local sourcing
3. There has been a growing interest on campus for the Food Service provider to more actively reach out to local food companies as sources, for instance locally roasted coffees, locally/organically grown fruits and vegetables, baked goods, catering services for special events or requirements and so on. The University expects that local food sources and GMO free foods will be used when financially practical to do so. Local composting/Organics recycling

Campus food services generate a great deal of organic waste. There has been a growing interest on campus for the Food Service provider to be more actively involved with diverting organic waste to a local composting or recycling location.

**Management Team and Corporate Support:**

The University recognizes that a strong Contractor management team is a key factor to a successful Contract. CCSU also understands that regional and corporate support are critical elements in the Contract, including the ability to access the support staff necessary for specific development and/or training issues.

It is expected that the Contractor will participate in meetings and discussions as needed with the University and keep the University updated as to any issue which impacts or potentially compromises its ability to comply with this Contract.

**Annual Business Development Plan:**

CCSU will require the Contractor to submit an Annual Business Development Plan each year. The Business Development Plan shall at a minimum include:

- a. Performance targets mutually established each year, along with measurement against those targets
- b. Marketing plan and how the plans have and will impact sales and utilization
- c. Historical sales information by venue
- d. Financial/sales projections for the upcoming year by venue
- e. Proposed operational changes
- f. Proposed strategic changes

**Cleaning and Maintenance:**

Addendum will be issued related to cleaning and maintenance.

**Standards and Inspections:**

The Contractor shall maintain industry standards of quality of service, cleanliness, sanitation, housekeeping, and general maintenance of all kitchen and food preparation areas and serving areas at all times.

The Contractor shall comply, at all times, with all legal requirements, including, but not limited to State and Local Public Health Codes. All kitchen and food preparation areas and serving areas at CCSU are subject to unscheduled inspections by State and Local Health Inspectors and by CCSU staff.

CCSU personnel shall be notified immediately of any such inspections, whether scheduled or unscheduled, so that a CCSU representative can accompany the Contractor's representative and the inspector during the inspection. CCSU shall receive copies of all resultant reports within 24 hours of receipt of such reports by the Contractor as well as any correspondence related to those inspections, including remedial action reports.

**Miscellaneous:**

- 1. The University shall be financially responsible for the electricity, water and gas consumed in the food service operations. The University shall not guarantee an uninterrupted supply of these utilities; however, the University shall use its best efforts to restore service following an interruption.
- 2. The Contractor shall arrange and be financially responsible for a local locksmith to change the lock combinations on safes at Memorial Hall, Hilltop Café, and at the Student Center to secure the Contractor's funds kept on campus.

3. The University has entered into an exclusive contract with Coca Cola that ends on 6/30/17 and there are no additional extensions. It is anticipated that the winning Contractor will have a contractual relationship with both Coca-Cola and any other Contractor who may win the successful pouring rights Contract for CCSU after June 30, 2017.
4. As previously noted, the Contractor shall enter into a Master Licensing Agreement with Starbucks. The costs associated with this agreement and compliance with this agreement will be at the expense of the Contractor.

### **Section 3. Proposal**

Proposers shall have sufficient experience, resources and qualified personnel to adequately perform the prescribed service. Proposers shall submit evidence of qualifications as requested in the solicitation.

If significant errors are found in the proposal, or if the proposal does not substantially conform to the requirements of the RFP, that proposal may be considered unresponsive and rejected.

Proposals submitted unsigned or after the due date and time shall be rejected.

The following requirements are presented as a minimum expectation for any Contractor's proposal to be considered and are to be addressed in the Contractor's response. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

#### **3.1 Proposal Preparation:**

- a. Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted and failure to submit all information requested may result in your proposal being considered non-responsive and therefore, rejected.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on meeting all requirements and content clarity.
  - 1) Proposals shall be submitted following the sequence of the questions asked in section 3.3 and should be identified as a response to the specific question. All information which pertains to that question should be placed in that section. Each response shall be bound in one 3-ring binder with a tab for each section, (i.e., Section 3.3(1) Executive Summary) except for the financial proposal which shall be submitted in accordance with Section 3.3(2).
  - 2) All pages of the proposal should be numbered. CCSU requests that Proposers use the section numbers, letter and headings from the RFP. Proposals that are not organized by section number and question corresponding with each section separated by a tab, risk elimination if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - 3) The proposals should contain a table of contents that identifies each section and page numbers.
- c. In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is requesting the following:
  - 1) All proposals should be submitted on two-sided recycled paper, where possible.
  - 2) Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.

Any RFP response, subsequent submittals and resultant Contract are subject to Freedom of Information Act (FOIA) Connecticut General Statutes (CGS) Section 1-218. Ownership of all data, material and

documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University. Trade secrets or commercial or financial information given in confidence submitted by a Proposer shall not be subject to public disclosure, however, the Proposer must clearly identify on every page of its proposal the information that it considers confidential. In addition, a written notice must be provided that identifies the rationale for the confidentiality of the information and if the information is subsequently requested, the pages marked confidential will be handled in accordance with FOIA Statute.

**Labeling the entire contents of a proposal “confidential” is not acceptable and may result in rejection of the proposal.**

### **3.2 Proposer Presentation:**

As part of the evaluation process, the University reserves the right to request a formal presentation by any or all qualified Proposers and to visit locations for which the Contractor currently operates. The Purchasing Department shall schedule the presentations following committee review of the proposals. Proposers should be prepared to discuss and substantiate all areas of their proposals. This is a fact finding and explanation session only and does not include negotiation.

The Proposer shall be responsible for all of its costs associated with its presentation.

### **3.3 Proposal**

Respondents are to address each of the following sections separately and in the sequence provided below. The University requests the responses focus on realistic and attainable plans, programs and financials and how these will be of most direct benefit to the CCSU community. Proposers should be prepared to explain, support, and expand on any proffered plans, programs and financials.

It is the Proposer’s responsibility to ensure that ALL INFORMATION REQUESTED BELOW IS INCLUDED WITH YOUR PROPOSAL and responded to IN THE SEQUENCE PROVIDED unless specifically identified.

#### **1. Executive Summary**

Proposers shall include an executive summary of their proposal. The University requests this contain, at maximum, five (5) pages, with focus on the plan approach, program and financials and how these will be of the most direct benefit to the CCSU community.

#### **2. Financial Proposal**

CCSU is interested in having your financial proposal meet and exceed the provisions listed below. We are a University in growth mode and are seeking aggressive financial partnership plans which are mutually beneficial to both the campus and our dining partner.

As previously noted, the University has used and anticipates the future use of tax exempt bond proceeds in its financing the capital costs of its dining facilities, and therefore the financing proposals must comply with “Safe Harbor” guidelines and other requirements contained in IRS Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39. The University is interested in entering into a mutually beneficial Contract within the prescribed fixed fee guidelines. For your pricing proposal to be considered responsive, provide the following:

- a. Residential Meal Plans: The proposed residential daily rate as part of an Annual Fixed Fee include several options per day rates:

The Contractor should assume that the University's current model requested under Option #1 will be in place for the 2016/2017 Academic year, and that any alternate meal plan options, if selected, would not be implemented until the 2017/2018 Academic year unless mutually agreed upon by the parties.

Each Contractor will be required to complete a Pricing Proposal Template, which will be issued via addendum on or before May 12<sup>th</sup>. That template shall capture pricing on the following alternatives:

1. Option 1

The Proposer shall propose an all-access residential meal plan rate that assumes 100% of residential students are on the all-access residential meal plan, and the meal plan includes 20 bonus meals.

2. Option 2

The Proposer shall propose an all-access residential meal plan rate that assumes 100% of residential students are on the all-access residential meal plan, and that the 20 bonus meals are replaced with a commiserate flex fund component.

3. Option 3

- a. The proposer shall propose an all-access residential meal plan rate that assumes a percentage of the students are on the all-access residential meal plan, and that the 20 bonus meals are replaced with \$200 in flex funds, and it excludes a bonus meal component.
- b. The proposer shall propose a hybrid meal plan option which costs the same as the all-access plan contained in part A of Option #3. This alternative would be implemented in conjunction with the all-access option 3A. The hybrid meal plan option will have a combination of flex funds and meal swipes per week that has the same yield/override to the University as option 3A all-access residential meal plan and that the 20 bonus meals are replaced with \$200 in flex funds.

- b. Financial proposal related to a commuter plan.

Specify in your proposal the proposed financial terms and conditions for a commuter plan. Bidders shall assume that the current plans and student pricing will be in place for Academic Year 2016/2017.

- c. Financial proposal related to retail operations including concessions as part of an Annual Fixed Fee.
  1. Proposed percentage of gross revenues, thresholds or financial structure for year 1 and year 2 including any proposed guarantees for each year of the Contract.

2. Proposed methodology for changes to this proposal for subsequent years. However, such proposal cannot exceed the annual December Consumer Price Index (CPI) meals away from home plus one percent.

Note: The actual prices for individual items are requested under section 3.3b, not as part of this section.

- d. Financial proposal related to Catering operations as part of an Annual Fixed Fee.
  1. Proposed percentage of gross revenues, thresholds or financial structure for year 1.
  2. Proposed methodology for changes to this proposal for subsequent years. However, such proposal cannot exceed the annual December Consumer Price Index (CPI) meals away from home plus one percent.
  3. Describe how your financial proposal would be impacted and any concerns related to, if the following language were to be implemented as part of this resultant contract:

Refreshments or prepared foods that do not exceed \$100 after tax, may be purchased from a third party provider for an on-campus event”.

Note: The actual prices for individual items are requested under section 3.3c, not as part of this section.

- e. Your proposal shall specifically identify for each year of the Contract, other financial terms, and components of your proposal including but not limited to:
  1. How much of a Contractor contribution will be made to the Major Renovation Fund for the initial Contract term of 4 years and 11 months, on or before 8/1/2016 and a second contribution on or before 7/1/2021 in advance of any applicable second term.
  2. For the initial term, identify how much of the Major Renovation Fund contribution is estimated to be associated with each of the following required projects:
    - a. Implement new branding and renovation to the Devils Den
    - b. New Eatery in the Southwest Corner of Memorial Hall and Patio area
    - c. New Retail space in the newly renovated Willard and DiLoreto Academic and Administrative Building
    - d. New Concessions area in our new Huang/Kaiser Recreation Center
  3. For each of these required projects, provide the assumptions that formed the basis of the funding/cost estimate. In addition, delineate between the estimated costs/funding costs associated with design versus construction.
  4. Identify any other specific project you are proposing to fund for either the first or second term of the contract.
  5. Provide confirmation of funding to support the Minor Renovation Fund at a minimum of at least \$200,000 per year for the life of the contract.
  6. Confirmation that the first \$100,000 per state fiscal year of the purchase, repair and replacement of University capital equipment and furnishings shall be funded by the Contractor. This capital equipment needed for the annotation of the 4 projects noted above.
  7. Funding for Scholarships

8. Corporate Sponsorships

- f. Include a copy of the most recent audited financial statement.

**3. Program and Operation**

**A. Draft Boiler Plate Contract Language:**

The University has attached Draft Boiler Plate Contract language which includes required terms, conditions, and operational requirements:

1. Identify any operational requirement, terms and/or conditions identified in the RFP, the RFP attachments or the Draft Boiler Plate Contract language, which your organization is unwilling or unable to agree to. In your response include your rationale.

**B. Resident Dining Plans:**

1. Proposers shall identify the percentage of forecasted participation in the resident dining program based on estimated number of students enrolled in meal plans for each of the first 5 years by state fiscal year.2. Propose recommendations related to incorporating Blue Chip Dollars, flex-funds and/or to go meals that would complement the residential dining plans, while utilizing retail space to its fullest.
2. Detail and explain anticipated staffing requirements for operating both resident dining buildings for year 1 of the contract. The proposed staffing shall provide a description of on-site management positions and responsibilities and delineates the staffing between buildings.
3. The new residential dining facility Hilltop Café opened in March, 2016 for the spring semester.
  - a. Describe your company's experience in operating 2 distinct all access residential dining locations.
  - b. Provide 3 instances where your organization operates 2 or more distinct dining facilities, identify a contact and phone number that the University can contact for a reference.
4. Provide menu/format samples for a two week resident dining program for both residential dining facilities
5. What are some unique service distinctions your company would make available to CCSU related to resident dining.

**C. Retail Dining Program:**

1. Proposers shall provide the following regarding each existing retail location.
  - a. What brands are assumed in your financial proposal for each of the following locations:

1. Devils Den
  2. New Eatery in the Southwest Corner of Memorial Hall and Patio Area
  3. New Retail space in the newly renovated Willard and DiLoreto Academic and Administrative Building in 2018
- b. The branding would be subject to the University's approval. Are there any other obstacles which would prevent the brands that are being proposed from being implemented?
  - c. Description of proposed program, and menus for your proposed brands including, if applicable, concept illustrations.
  - d. The Contractor shall assume any costs associated with implementing the brand are solely at its expense. For each of the brands you have proposed identify the estimated costs associated with implementation.
  - e. As previously noted in the procurement, the Contractor shall establish a major renovation fund to support the costs and timeline associated with design, construct/build out the following spaces
    1. Devils Den
    2. New Eatery in the Southwest Corner of Memorial Hall and Patio Area
    3. New Retail space in the newly renovated Willard and DiLoreto Academic and Administrative Building
    4. Concession area in our new Huang/Kaiser Recreational Center

If the Contractor desires to invest additional funds to support additional specific renovations, describe in detail the costs and rationale for the proposed development.

2. For each of the current and proposed retail locations:
  - a. What is the frequency of analysis and what criteria do you use to evaluate the success or failure of formats, menus or brands, and if necessary recommend changes?
  - b. For each franchise brand is there an estimated contract timeframe?
  - c. Are there any requirements for the University related to participation/utilization of a particular brand?
3. Provide menu/format samples for all retail formats, with prices for each location.
4. Identify any service distinctions your company would make available to CCSU related to retail dining.

**D. Catering/Conference Program:**

1. Provide a proposed Catering Development Plan for each year of the first 5 year term. Your response should at a minimum include:

- a. Projected sales for each of the first 5 years for the Contract.
2. Describe proposed Portfolio of Catering and Conference Services, including the sample catering menus for each level, and prices for the first year of the Contract. The Contractor shall assume that any served meal includes cost applicable such as china, serving ware and utensils. In addition describe in detail any other add on cost associated with catering that would be changed, such as linen, floral arrangements.
3. In preparing the pricing analysis, how did you ensure that the pricing would be competitive for purchasers?
4. What is the proposed plan to make catering more attractive for both on-campus groups as well as off campus groups?
5. Describe the service equipment (i.e. delivery vehicles, specialty catering equipment) you anticipate providing for catering.
6. Explain your ability to meet special requests for ethnic or cultural cuisines, theme dinners, etc.
  - a. Do you have the capability to provide in-house?
  - b. Are you willing and able to contract with local restaurants for special requests that cannot be met with internal resources?
7. CCSU requires the Catering Manager to be creative and innovative regarding service, space usage and menus and to be able to work closely with campus stakeholders and with campus reservation areas like the Student Center and Event Management.
  - a. Confirm you will have a full-time dedicated Catering Manager for the CCSU Contract.
  - b. Provide the proposed Catering Manager resume, job description, and highlight the manager's capabilities in the areas mentioned. CCSU cautions Proposers that "ghost candidates", those who are not really viable, available candidates, are not to be included.
  - c. What type of corporate or regional support is provided to the Catering Manager?
8. Describe/demonstrate experience in catering events and provide resumes for the rest of your proposed catering management team.
9. Describe/demonstrate support, in terms of creativity and innovation and cost effectiveness that your organization would provide to student organizations in the planning and selection of food for student activity events.
10. Demonstrate ability to provide concession-like services for special events such as the CCSU Car Show, Athletic Events and the Student Activities Club Fair.
11. Demonstrate ability to provide food trailers for special events (fried dough, snow-cones).
12. Demonstrate ability and willingness to serve as permittee for events where the University has approved alcohol services.

13. Identify the hallmarks of your catering service and your distinguishing service characteristics. Proposers shall provide plans for exciting, creative catering/conference approaches to service this important and lucrative set of services.

**The following sections, unless specified, pertain to residential, catering, retail and summer dining.**

**E. Summer Food Service:**

1. Proposers shall make recommendations and proposals as to how CCSU can better serve its summer customers while minimizing costs, including overhead and operations costs. Proposers should be prepared to explain and justify any recommendations or proposals.

**F. Healthy Dining Options:**

1. What is your company policy on the use of GMO (genetically modified organism) foods and additives?
2. Describe your approach to educate and promote, and measure acceptance and satisfaction of, “healthy option” foods and how you would incorporate into standard menu choice.

**G. Allergens and Dietary Restrictions:**

1. How does your company address the protection of customers from allergens such as gluten, peanuts etc.?
2. How are foods clearly and properly labeled? What do you do to prevent cross-contamination?
3. How are allergen-free offerings presented at point-of-service?
4. How are students educated to be aware of these options for their meals?
5. The University requires that allergen free and dietary restriction is available in residential, catering and retail.
  - a. Provide examples that demonstrate how you will provide menu for residential, catering and retail to meet the needs of people with allergens and dietary restrictions.

**H. Religious, Cultural and Ethnic Foods:**

1. Provide proposed ways that these needs could be incorporated and addressed, either on a regular basis (i.e. kosher foods) or on a more limited basis (i.e. more fish options on Fridays during Lent, theme menus like Jamaican, Mexican, and Chinese).
2. Do you expect to be able to provide authentic ethnic offerings in-house? Do you expect to outsource some or most needs to local restaurants? Explain.

**I. Sustainability:**

1. Describe your ability and willingness to support procurement of food products from local and/or organic sources when able and practical that cannot be met with internal sources.
  - a. Provide specific examples of what your organization would be willing and able to do under the pricing you have proposed for this Contract.
  - b. Provide examples of local sourcing that your organization has completed. For those examples, describe the benefits, drawbacks and potential problems that were encountered.
2. Explain your ability and willingness to participate in campus based education efforts to promote awareness and understanding of sustainability as it relates to campus food services.
3. Provide a proposed plan to foster and use local composting programs for applicable food waste.
4. Provide a proposed plan to foster and participate in campus recycling.
5. Describe proposed plans to minimize waste.
6. Include any distinguishing service characteristics of your company's green/sustainability programs and policies.

**J. Annual Business Plan:**

1. Provide a list of the performance indicators that your organization uses to evaluate the performance of a food Contract? How does your organization use this information and what levels of management receive the information?
2. Provide a list of performance indicators that will be reported to the University and the proposed frequency for providing.
3. Describe how goals are established and success is measured.
4. Proposed Annual Business Plan Format with targeted growth, also to include sales, participation and customer count targets, cost management benchmarks.
5. Proposed financial and service benchmarks for CCSU Evaluation of performance.
6. Proposed plan to provide financial and program information to CCSU administration, monthly and quarterly.

**K. Cleaning and Maintenance:**

1. Provide a plan for performing daily and periodic cleaning within the kitchen, food preparation and serving areas.
2. Does your company have a division that is responsible for cleaning your accounts as described above? If not, how will a qualified cleaning company be selected?

3. How will you fulfill the requirement of complying with cleaning and maintenance to ensure compliance with contractual, state, local and any applicable federal requirement?
4. Provide a cleaning schedule to include periodic cleaning of walls, ceilings and ceiling fixtures.
  - a. Please specify if it's your intention to use third party.

**L. Standards and Inspections:**

1. Describe the methodology your organization will use to ensure compliance with contractual requirement.
  - a. What standards do you use to evaluate your performance in this area?
  - b. What mechanism will you use to track that cleaning and maintenance has been completed at the prescribed frequency?
  - c. Does your organization perform any self-inspections or independent third party checks?

**M. Key Operational Areas of Responsibility and Operating Systems:**

CCSU assumes that any qualified proposer will offer the standard array of management systems to include: cash and audit controls, sanitation and safety, food handling safety, HACCP management, cleaning and maintenance, compliance with all relevant local, state, county and/or federal emergency preparedness programs.

1. Describe program, including specific systems, oversight and tracking mechanisms to ensure compliance with the Contract for each of the following areas of responsibility:
  - a. Cash controls/Audit System
  - b. Food inventory management
  - c. Safety and sanitation
  - d. Food handling safety
  - e. Hazard Analysis and Critical Control Points ("HACCP") Management
  - f. Cleaning and maintenance for each location
    1. Memorial Hall: Resident dining serving and seating areas
    2. Nutmeg Room: Serving and seating area
    3. Student Center: Devil's Den, serving and seating
    4. Jazzman's
    5. Social Sciences Hall Retail Wall
    6. Any new, proposed facilities
  - g. Compliance with all relevant local, state, country and/or federal emergency preparedness programs
  - h. Weekly/monthly reports to the University.

**N. Marketing/Website:**

1. Identify your proposal for development and maintenance of a dining service web site for CCSU.
2. Describe how your organization will market your residential, retail and catering services to the CCSU Community.
3. What national, regional or local support will be available from your organization in furtherance of marketing and advertising activities?
4. Provide examples that demonstrate your creativity in reaching out to students and student organizations. In addition, provide examples of types of events or meetings that your organization would participate in and/or host.

**O. Smallwares and Supplies Inventory Management:**

1. Identify your proposal for assumption of existing inventory and future proposed annual accountability and terms of ownership. Current smallwares, supplies and equipment inventories can be found in Appendix XII and Appendix XIII, respectively.

**P. Transition:**

1. A detailed transition plan will need to be developed and executed by the successful Contractor. The successful Contractor must state precise plans for each step in assuming control and describe its ability to commit the staff, personnel, and resources required to develop a responsive management structure. Submit a transition plan for this Contract, which includes a description and explanation of all events leading up to the anticipated start of the new Contract August 20, 2016, and if applicable, after the effective date. The plan shall at a minimum include:
  - a. Describe any transition activities your organization would need to undertake to implement this Contract and be fully operational on 8/20/16.
  - b. Detailed outline of transition process, staff and resources.
  - c. Describe process for items, such as facility keys, codes, inventory and food supplies.
  - d. Detailed plan for all facility changes recommended for FY 1, First Semester.
  - e. A statement of the Contractor's management philosophy must be included with full cooperation expected of the incumbent Contractor.
2. Contractors are required to explain in detail how they will successfully transition union employees with respect to the terms and conditions of their union contract while preserving the term of the Contractors contract to ensure the highest level of customer service.

**Q. Management Team, Organization and Corporate Support:**

1. Provide your onsite, regional and national table of organizations. Identify which regional administrator would be responsible for CCSU and the other contracts the region administrator is responsible for.
2. Provide resumes and job descriptions of all on-site management candidates (Note: CCSU cautions Proposers that "ghost candidates", those who are not really viable, available candidates, are not to be included. The resume shall at a minimum include:

- Position
  - Name
  - Education
  - Years of Employment with Contractor
  - Level of Experience
  - Professional Training
  - Assignments under the current Contractor, noting size of each account, title, major responsibilities, and number of employees supervised
3. Describe all regional support functions. Proposers shall include the support services which require additional charges or fees at time of use.
  4. Identify specifics of succession planning: Estimate length of service for key management roles at CCSU based on historical data and how change-over will be introduced.

**R. Diversity and Union Relations:**

1. Describe how your organization ensures that there is a diverse workforce.
  - a. Does your organization have a diversity plan? If so, provide copy or link to it.
  - b. How does your organization ensure compliance?
  - c. What are your complaint procedures regarding sexual harassment or discrimination?
  - d. Provide the name, title and phone number for the individual in your organization for handling complaints.
2. Include company policies on Union Relations. Include your relationship and history with the existing union, and demonstrated ability to build solid work relationships with existing union staff.

**S. Training:**

1. Include a staff training and education plan for your employees, as well as the employees which are part of Unite Here Local 217.

**T. Experience and References:**

The University will issue an addendum related to experience and references.

**V. Violations and Criminal Actions:**

1. Identify any violations of State of Connecticut statutes and regulations relating to ethics during the past five (5) years, 5/1/2011 – 5/1/2016.
2. Disclose and describe any civil or criminal actions in which your company to which is currently responding to or to which it responded in the last two years, from 5/1/2014 – 5/1/2016.

#### **Section 4. Administrative Documents**

Include the following required documents in this section of your proposal:

Signed Proposal Certification (Appendix II)

CHRO Bidder Contract Compliance Monitoring Report (Appendix III)

Signed and Notarized OPM Ethics Form 1 (Appendix IV)

Signed and Notarized OPM Ethics Form 5 (Appendix V)

Signed and Notarized OPM Ethics Form 6 (Appendix VI)

Signed and Notarized OPM Ethics Form 7 (Appendix VII)

Signed and Notarized OPM Nondiscrimination Certification (VIII)

Any and All Signed Addenda

## Section 5. Proposal Evaluation

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. A committee will be selected to evaluate the qualifications/experience and program/operational. The financial proposals will be scored using a predetermined formula. A Contract will be awarded to the responsive, responsible Contractor whose proposal was determined in writing to be the most advantageous to the University. All Contractors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

An initial evaluation of all proposals received shall be conducted to ensure the proposals are responsive in form to the RFP requirements.

**Supplemental Information:** As part of the weighted average review, the University may request the Contractor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**Review of References:** Each proposer is required to provide a list of references as requested above. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

**The University will include in its evaluation:** proposals, presentations (if requested), references and interviews. In addition, the awards will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Contract.

**Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

**Proposal Qualification Data:** If necessary to evaluate proposer qualification, proposer may be requested to furnish information including but not limited to the following items:

- Financial resources.
- Personnel resources.
- Executives and key person resumes.
- Ability to meet delivery and support schedules.
- Ability to meet specifications and quality requirements.

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## **Appendix I - INSTRUCTIONS TO PROPOSERS**

- A. **Proposers shall submit a clearly marked original and fourteen (14) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive.** Proposals **shall be received** by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on May 31, 2016 at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the Contract.

Proposals shall be mailed or hand delivered to:

Thomas J. Brodeur, C.P.M.  
Purchasing Department, Marcus White Annex Room 006  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-4010

Any proposal received after 3:00 p.m. on May 31, 2016 shall be rejected and will not be opened.

The outside cover of the package containing the proposals shall be marked:

**RFP 2016-32, Proposal for Management Contract of Dining Services Operations and Development, submitted by (Name of Contractor) and should specify what box/container it is of the total number of boxes/containers.**

- B. Contractors shall submit a clearly marked original plus fourteen (14) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once a contract is executed, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal in response to this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information Act)
- J. Any alleged oral agreement or arrangement made by a Contractor with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the Proposer's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.  
Purchasing Manager  
Marcus White Annex room 006  
New Britain CT 06050  
Phone: (860) 832-2531  
Fax: (860) 832-2523  
Email: [brodeur@ccsu.edu](mailto:brodeur@ccsu.edu)

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## Appendix II - PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

REQUEST FOR PROPOSAL NO. 2016-32  
Management Contract of Dining Services Operation and Development

I certify that:

- this proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer's proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.
- the contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.
- the proposal has been developed independently, without consultation or communication with any employee or consultant of CCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.
- this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

\_\_\_\_\_  
(name or firm name)

\_\_\_\_\_  
(phone no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(fax no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(federal I. D. no. or SSN)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

Primary contact for RFP process, if different than above.

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(phone no.)

\_\_\_\_\_  
(email)

For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements 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 [SEEC Form 11]

\_\_\_\_\_  
Initial / Date

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**Appendix III - CHRO CONTRACT COMPLIANCE REGULATIONS NOTIFICATION  
TO BIDDERS**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS (rev 09/17/07)**

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

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

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

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

---

**INSTRUCTIONS AND OTHER INFORMATION**

The following two (2) sided **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this Contract. The Contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders’ good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the Contract.

1) Definition of Small Contractor

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

dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small Contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

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

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers. **BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts. **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 paralegal, 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 off bearers; 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)  
White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa. Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race. Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

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

## PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this Contract include subcontractors or suppliers? Yes\_\_ No\_\_

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

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

PLEASE COMPLETE REVERSE SIDE

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		Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL 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

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, show that you hire, train and promote employees without discrimination	
SOURCE	YES applicants	NO	% of provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

## Appendix IV

OPM Ethics Form 1

Rev. 11-29-11  
Page 1 of 2



### STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

#### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and 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. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

#### CHECK ONE:

- Initial Certification       12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

#### GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 RFP's 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.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

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

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

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

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

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

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

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

\_\_\_\_\_  
**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)**

**Appendix V**



**STATE OF CONNECTICUT  
CONSULTING AGREEMENT AFFIDAVIT**

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

**INSTRUCTIONS:**

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** Date

\_\_\_\_\_  
Printed Name (of above) Awarding State Agency

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

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

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## Appendix VI

OPM Ethics Form 6

Rev. 10-01-11



### STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

*Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

---

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

**Appendix VII**

1



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

INSTRUCTIONS: CHECK ONE:  Initial Certification.  
 Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

**B. Additional definitions.**

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

**C. Certification requirements.**

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments 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.
- Respondent has either made direct investments 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, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

\_\_\_\_\_  
Printed Respondent 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)

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## Appendix IX

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Rev. 1/11  
Page 1 of 2



### **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(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

#### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

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

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

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

#### **DUTY TO INFORM**

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

#### **PENALTIES FOR VIOLATIONS**

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

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

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

#### **CONTRACT CONSEQUENCES**

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

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

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

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.

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## **Appendix X - RFP RESPONSE CHECK LIST**

A complete bid response will include the submission of all the attachments listed below. Partial answers and/or missing attachments may deem your response as non-compliant. Non-compliant bids are disqualified from consideration.

Section 1 – Executive Summary

Section 2 – Financial Proposal

Section 3 – Program and Operation, Including Plans for Key Campus Issues

Section 4 – Administrative Documents

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## Appendix XI - CCSU GREEN PROCUREMENT POLICY



Central Connecticut State University

*Start with a Dream. Finish with a Future.*

Purchasing Department

### **Green Procurement Policy for Environmentally Preferable Products and Services Approved 11/24/08**

#### **Purpose:**

CCSU recognizes that we are a large consumer of a broad spectrum of goods and services. Every one of our purchases has an environmental impact resulting from the combined effect of a product's manufacture, delivery, use, and disposition. As a result, our purchasing decisions can positively, or negatively, affect the environment.

#### **Definition:**

Green purchasing is the practice of purchasing environmentally preferable products and services, which are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxins disposed of or consumed.

#### **Why "buy green" (from the State of CT Environmentally Preferable Purchasing web site):**

We are faced every day with the reality that many of the products we buy can cause damage to the environment and/or public health. From the extraction of raw materials and the manufacture of products, to their use and disposal, products that we use every day can be harmful. By purchasing environmentally preferable (EP) products and services we look to reduce those impacts.

For example, by purchasing recycled products instead of virgin products, we reduce the need to extract raw materials, such as petroleum, trees or metals and, in general, use less energy and water. By purchasing products with fewer toxic ingredients, we minimize the hazardous impacts of those products during manufacture and reduce the damage caused through accidental spills and when disposed. We also reduce the risk to workers handling the products, and the risks posed to building occupants. By purchasing energy efficient products, we help to reduce energy consumption, which in turn lowers our emissions of sulfur dioxide (which causes acid rain) and carbon dioxide (a primary greenhouse gas).

In the end, the choices we make affect our local environment, our health and the global community. They also affect both current and future conditions. The power of the purse is an extremely effective tool for promoting products that do less harm and contribute to the overall well-being of our planet.

#### **Connecticut State Statutes, Executive Orders and State Environmentally Preferable Purchasing (EPP) resources:**

Executive Order No. 14, promulgated April 17, 2006, reads, in part, "All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities."

Connecticut General Statute (C.G.S.) Section 4a-59 allows for giving a ten percent (10%) price preference for the purchase of goods made with recycled materials or the purchase of recyclable or remanufactured products if it is determined that such preference would promote recycling or remanufacturing.

Laws specifically related to the purchase of goods containing recyclable materials and goods capable of being recycled are codified in C.G.S. Sections 4a-67a – 4a-67g which are summarized here -

C.G.S. Section 4a-67a describes a plan to increase state procurement of goods that contain recycled materials and products that are recyclable or remanufactured and to revise the specifications for products and materials purchased by the state to incorporate minimum recycled content guidelines. Such specifications shall favor recycled, recyclable or remanufactured products and materials where such products or materials are available.

C.G.S. 4a-67b eliminates the use of disposable and single-use products in state government.

C.G.S. 4a-67c sets energy standards for equipment and appliances used by the state.

C.G.S. 4a-67d addresses the purchase of cars and trucks, gasoline mileage standards and alternate fuel vehicles.

C.G.S. 4a-67e sets standards for the purchase of recycled paper, which shall have minimum postconsumer or recovered materials content of no less than 30 percent.

C.G.S. Section 4a-67f provides for the purchase and use by state agencies of paper composed entirely of materials manufactured using processes (A) which do not involve the harvesting of trees or which are otherwise derived entirely from sources other than trees, and (B) which can be categorized as having less adverse impact on the environment than conventional processes.

C.G.S. Section 4a-67g requires that all State agencies recycle any spent laser printer toner cartridges.

The State of Connecticut Department of Administrative Services (DAS) maintains an Environmentally Preferable Purchasing (EPP) web page which can be found at <http://das.ct.gov/cr1.aspx?page=132>. This site provides access to state Contracts that feature environmentally preferable products and services as well as a glossary of environmental terms.

**Goal:**

CCSU will strive to balance environmental considerations with performance, availability and fiscal responsibilities in making green purchasing decisions. We will strive to purchase more environmentally preferable goods and services as long as they meet acceptable use and performance needs and are available within a reasonable period of time at a reasonable cost. Nothing in this policy shall be construed as requiring a purchaser or contractor to procure products that do not meet needs, perform adequately, or exclude competition, or are not available at a reasonable cost or in a reasonable period of time.

**Hence forth**, CCSU Purchasing will give preference to environmentally superior products, where quality, function and cost are equal or superior.

CCSU will consider the following environmental attributes when purchasing products and services:

- Durable, as opposed to single use or disposable items
- Non-toxic or minimally toxic, preferably biodegradable
- Highly energy and water efficient
- Recyclable, but if not recyclable, may be disposed of safely
- Made from materials that have been obtained in an environmentally sound, sustainable manner
- Made from recycled materials or that maximizes post-consumer content
- Manufactured in an environmentally sound manner
- Causing minimal or no environmental damage during normal use or maintenance
- Shipped with minimal packaging (consistent with care of the product), preferably made of recycled and or recyclable materials
- Locally or regionally manufactured to minimize the environmental costs associated with shipping

**Bidding and Contracting:**

When appropriate, CCSU Purchasing will include in its Requests for Quotation a clause in its bidding specifications that reads: "Central Connecticut State University is committed to buying products with recycled content or environmentally sustainable alternatives. Please offer any environmentally sustainable or eco-friendly alternatives that you feel are available for this product and supply all relevant specific information about the product."

CCSU Purchasing shall routinely include a sustainability statement in all of its Requests for Proposals and Requests for Information as follows -

**SUSTAINABILITY and GREEN CAMPUS INITIATIVE**

In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is strongly encouraging Contractors to submit proposals following these guidelines –

- All proposals should be submitted on two-sided recycled paper (minimum 30% post-consumer content).
- Proposers should refrain from using three ring binders where possible, especially for the copies being requested. Three ring binders are acceptable if the size of the proposal warrants such use.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD, DVD or USB drive where possible or practical.

**How you can help:**

As every department has a procurement card, we can all make a difference.

- Buy recycled copy paper with greater than 30% post-consumer content
- Buy energy-efficient office equipment
- Buy fewer pieces of office equipment (i.e. multi-function devices versus separate copiers, printers, fax machines and scanners)
- Buy office supplies with recycled content or are otherwise environmentally friendly
- Buy recycled toner cartridges
- Recycle your used toner cartridges and ink cartridges
- Print emails, reports and memos on two sided paper if your printer allows
- Stop requesting paper catalogs if the Contractor has an on-line catalog