

REQUEST FOR PROPOSAL (RFP)  
FOR THE SERVICES OF A VETERINARIAN

OBJECTIVES

The purpose of this request is to provide the Division of Special Revenue's Gambling Regulation Unit with the services of a qualified Veterinarian(s) licensed to practice veterinary medicine in the state of Connecticut. The particular requirements of said services are included in the section of this RFP titled "CONTRACT", which shall become the contract of record between the Division and the successful Contractor, subject to the rules of competitive negotiation.

TERM

The services required herein shall be for a period of three (3) years (from October 1, 2005 through September 30, 2008). Responders to this Request for Proposal shall submit an hourly rate to be charged to the Division of Special Revenue for services rendered during the term of the Agreement. There shall be a contractual cap of \$40,000 per year (for each consecutive 12-month period, commencing each October 1) during the term of the Agreement and said cap shall cover all costs provided for herein.

(Note: Agreements with individuals may not have a term for more than one (1) year. However, any such agreement may be extended or renewed provided certain entities are notified of the extension or renewal).

PROPOSAL SUBMISSION REQUIREMENTS

1. **Responders to this Request for Proposal are requested to submit their responses in the form and format as presented in the "Format for Proposals" document, attached hereto as appendix #1. Responders to this Request for Proposal are requested to submit one (1) original and three copies of their proposals to:**

Division of Special Revenue  
555 Russell Road – P.O. Box 310424  
Newington, CT 06131-0424  
Attention: Suzanne Alix  
Executive Secretary

**Proposals must be received by the Division of Special Revenue no later than noon, edt (eastern daylight time), on July 22, 2005.** The individual listed above shall be the **official agency contact** for the Division and may be

reached at telephone:(860)594-0504.

### INSTRUCTIONS TO PROPOSERS

1. **Each Proposer who obtains a copy of this RFP and intends to make a proposal is required to submit a letter of intent by 4:00pm eastern daylight time on June 17, 2005, to the official agency contact.** This will ensure that they get a response to any of the questions asked by any other potential proposer.
2. Questions regarding this RFP must be submitted in writing by **June 17, 2005** to the official agency contact. Each proposer submitting a Letter of Intent will receive copies of all written questions and answers regarding the RFP.
3. Individuals/firms making proposals may be required to give oral presentations.
4. All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.
5. Delivery of Proposals. Proposals should be delivered in sealed envelopes or boxes upon which a clear indication has been made of the RFP reference title (Request for Proposal (RFP) For the Services of a Veterinarian), the Name and Address of the Proposer as well as the date and time the bid is due (Due no later than noon edt, on July 22, 2005).
6. Inclusion of taxes in Prices. Pursuant to Section 12-412 of the Connecticut General Statutes, the state of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in proposal prices.
7. Signature and Responsible Persons. The proposal must be signed by an official authorized to bind the individual and/or firm responding to this RFP, to all of its terms and conditions. The proposal must include the name, title, business location, mailing address, telephone number, e-mail address of the proposer and the proposer's Federal Employer Identification Number or Social Security number. Additionally, the proposer must designate one authorized representative and one alternate who may speak on behalf of the proposer in all dealings with the Division.

## CONDITIONS

Any prospective Contractors must be willing to adhere to the following conditions and must positively state so in the proposal:

1. Acceptance or Rejection by the State

The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.

2. Conformance with Statutes and Regulations

The proposer agrees that it is in compliance with all applicable federal, state, municipal and local laws and regulations including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. If the proposer is awarded a contract as a result of this RFP, said contractor shall hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning a lack of compliance with these laws and regulations. Additionally, said contractor shall hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract.

3. Ownership of Proposals

All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of Section I-200 et seq. of the Connecticut General Statutes (Re: Freedom of Information). Proposers are encouraged not to include in their proposals any information that is proprietary.

4. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State unless stated otherwise in the RFP or contract.

5. Timing and Sequence

Timing and sequence of events resulting from this RFP will ultimately be determined by the State.

6. Stability of Proposed Prices

Any price offering from any Proposer must be valid for a period of 120 days from the due date of Vendor proposals.

7. Oral Agreements

Any alleged oral agreement or arrangement made by a Proposer or Contractor with any agency or employee of the state of Connecticut shall be of no force and effect.

8. Amending or Canceling Requests

The State reserves the right to modify, amend or cancel this RFP, at any time prior to the execution of a contract, if it determines it is in its best interest.

9. Rejection for Default or Misrepresentation

The State reserves the right to reject the proposal of any proposer, which is in default of any prior contract or for misrepresentation.

10. State's Clerical Errors in Awards

The state reserves the right to correct inaccurate awards resulting from its clerical errors.

11. Rejection of Qualified Proposals

Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

12. Changes in Personnel

Each Proposer must certify that the personnel identified in its response to this RFP will be the persons actually providing services in accordance with the contract. Any additions, deletions or changes in personnel assigned to provide such services must be approved by the Division of Special Revenue or its designee with the exception of personnel who have terminated employment. Additionally, at its discretion the Division of Special Revenue may require the removal and replacement of any of the proposers personnel who do not perform adequately, regardless of whether they were previously approved by the Division of Special Revenue.

13. Changes to Proposal

No additions or changes to the original proposal will be allowed after submittal. However, the State reserves the right to request additional information of the proposer or to request clarification of the proposer's response at any time prior to the execution of a formal contract and at the proposer's expense.

14. Collusion

By responding, the Proposer implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP and is, in all respects, fair and without collusion or fraud. It is further implied that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to issuance, and that no employee of the Division of Special Revenue participated directly or indirectly in the Proposer's proposal.

15. Proposal Expenses

Any costs or expenses incurred by the Proposer in preparing or submitting its proposal is the sole responsibility of the Proposer.

16. Payment Terms

Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless the company awarded a contract in conjunction with this RFP is a certified state of Connecticut Set-Aside company, in which case the provisions of Section 4a-60j of the Connecticut General Statutes shall prevail.

17. Affirmative Action & Set-Aside

The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's Affirmative Action Plan and the bidder's Affirmative Action Policy Statement. In this section, the word "bidder" shall be taken to mean Proposer.

Please review the "Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders" requirements attached hereto. As any contract awarded as a result of this RFP is subject to the contract compliance requirements as indicated therein, please provide the Division with evidence of the proposer's ability to meet the contract compliance requirements for one or more of the following factors:

- (a) the bidder's success in implementing an affirmative action plan;

- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 through 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (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 work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises. (See Regulations of Connecticut State Agencies Section 46a-68j-30(10)(E))

Additionally, complete in its entirety and include the demographics of your business' workforce on the "WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT" form attached hereto. The proposer must also complete the "Affidavit for Certification of Subcontractors" form, as applicable. The completed forms must be returned with your Affirmative Action Plan and Affirmative Action Policy Statement as part of your proposal submission.

Set-Aside – Each Proposer is required to discuss in their proposal what efforts will be made to subcontract to contractors/vendors who are currently certified by the Department of Administrative Services as participants of our State's Set-Aside Program.

The Set-Aside Program is a Connecticut Program developed to assist in the economic development of our State's small (SBE) and small minority (MBE) business enterprises, pursuant to Connecticut General Statutes Section 4a-60g.

For a complete listing of participating contractors/vendors, please visit the Set-Aside Program's Web page at [www.das.state.ct.us/Purchase/SetAside/default.asp](http://www.das.state.ct.us/Purchase/SetAside/default.asp) - click on Small/Minority Company Search and then you may search for certified vendors.

Each Proposer shall submit with its Proposal a list of any the certified set-aside vendors they intend to utilize, a description of what service they shall provide to the Proposer and the estimated cost of the service to be provided.

For additional information about the Set-Aside Program please contact the Office of Supplier Diversity of the Department of Administrative Services at (860) 713-5236.

## EVALUATION OF PROPOSALS

### Criteria

Each proposal will be evaluated by a Review Committee against the following criteria to determine which Vendor is most capable of implementing the State's requirements.

- Proposer's ability to do the specified work.
- Proposer's understanding of the services to be provided.
- Competitiveness of proposed cost.
- Availability and competence of personnel.
- Conformity with specifications contained herein.
- Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO).

The Review Committee shall evaluate all proposals, utilizing the above criteria. Those firms and/or individuals who have the three highest ratings shall be interviewed by the Executive Director of the Division of Special Revenue, and such other personnel as the Division may determine, after which a selection shall be made.

## RIGHTS RESERVED TO THE STATE

The Executive Director of the Division of Special Revenue, reserves the express right to accept or reject any proposal in its entirety, to accept or reject any parts thereof, and/or to negotiate modifications to the submitted proposal.

## CONTRACT

The Personal Service Agreement attached hereto and continued on the following pages, will become the contract of record between the successful proposer and the Division. However, this agreement is subject to the rules of competitive negotiation and as such the Division's Executive Director may negotiate changes in the proposals and prices after their submission, which may require further modification to the agreement.

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1)  ORIGINAL  AMENDMENT

<b>CONTRACTOR</b>	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE?
	CONTRACTOR ADDRESS	CONTRACTOR FEIN / SSN - SUFFIX

<b>STATE AGENCY</b>	(5) AGENCY NAME AND ADDRESS DRS-Division of Special Revenue, 555 Russell Rd., P.O.Box 310424, Newington, Ct. 06131-0424
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<b>CONTRACT PERIOD</b>	(7) DATE (FROM) 10-01-2005	THROUGH (TO) 9-30-2008	(8) INDICATE <input checked="" type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO.
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<b>CANCELLATION CLAUSE</b>	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION. (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).	(9)REQUIRED NO. OF DAYS WRITTEN NOTICE 30
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<b>COMPLETE DESCRIPTION OF SERVICE</b>	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) This Agreement made by and between (Name of Contractor), (Contractor's address), hereinafter referred to as the "Contractor" and the Division of Special Revenue of the State of Connecticut, acting herein by Paul A. Young, its duly authorized Executive Director hereinafter referred to as the "Division".  (Continued on the reverse hereof and on the following three (3) pages attached hereto and made a part hereof)
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<b>COST AND SCHEDULE OF PAYMENTS</b>	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  See item 3, on page 2 of 3 attached as part of this agreement.  Not to exceed \$40,000 for each consecutive twelve (12) month period commencing October 1, 2005
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(12) ACT. CD. A	(13) DOC. TYPE	(14) COMM. TYPE	(15) LSE. TYPE	(16) ORIG. AGCY.	(17) DOCUMENT NO.	(18) COMM. AGCY.	(19) COMM. NO.	(20) VENDOR FEIN / SSN - SUFFIX	
(21) COMMITTED AMOUNT				(22) OBLIGATED AMOUNT			(23) CONTRACT PERIOD (FROM/TO) from 10-01-2005 through 9-30-2008		

(24) ACT. CD.	(25) COMM. LINE NO.	(26) COMMITTED AMOUNT	(27) COMM. AGENCY	(28) COST CENTER		(29) OBJECT	AGENCY TAIL	
				FUND	SID		(30) FUNCTION	(31) ACTIVITY
	1		DSR18000	11000	10020	51270	29109	0

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

<b>ACCEPTANCES AND APPROVALS</b>	(34) <b>STATUTORY AUTHORITY</b>
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE
(36) AGENCY (AUTHORIZED OFFICIAL)	TITLE Executive Director
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.	TITLE
(38) ATTORNEY GENERAL (APPROVED AS TO FORM)	

**EXECUTIVE ORDERS**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Sixteen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**I. NON-DISCRIMINATION**

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or 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 Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. 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 Conn. Gen. Stat. subsection 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. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission 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; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

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 Section 46a-56 of the general statutes; 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.

**INSURANCE**

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

**STATE LIABILITY**

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

WHEREAS, the Division of Special Revenue requires the services of a qualified veterinarian licensed to practice veterinary medicine in the state of Connecticut in order to provide the Division with the necessary technical expertise; enable the Division to properly enforce its Rules and Regulations with respect to Greyhound Racing and the statutes of the state of Connecticut pertaining to the administration of drugs, controlled substances and/or medications to racing greyhounds, and control of disease, and the prevention and/or detection of cruel practices relative to said racing greyhounds.

WHEREAS, the Contractor has submitted a proposal in response to an RFP issued by the Division to provide for said veterinary services and whereas the Division has agreed to accept the Contractors proposal, all of which shall become an integral part of this agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

### **SCOPE**

1. During the term of this Agreement, the Contractor shall provide the Division with the following services:
  - a. Assist in the identification of medications, controlled substances and/or drugs which may be administered, either internally or externally, to racing greyhounds located at the Plainfield Greyhound Park and the Shoreline Star, racetracks;
  - b. Inspect, on a regular basis, all kennels and the paddock area at said greyhound racing facilities and undertake such surprise inspections as the Division may deem necessary in order to detect and deter regulatory infractions;
  - c. Assist the Division's testing laboratory personnel with respect to analysis procedures and the results thereof, regarding urine specimens taken from racing greyhounds at said greyhound racing facilities;
  - d. Oversee and coordinate the duties and responsibilities of the Association Veterinarians as set forth in Section 12-574-F31 of the Division's Administrative Regulations for Pari-Mutuel Operations;
  - e. Provide technical assistance in the compilation of rules and regulations, and amendments thereto, as such may pertain to the administration of drugs, controlled substances and/or medications to racing greyhounds, the chemical analysis of urine specimens collected from said greyhounds, and

the prevention and/or detection of cruel practices regarding said greyhounds;

- f. Provide such other services and expert technical assistance to the Division as may be consistent with the purposes of this Agreement and/or required by the Division.
2. The Contractor agrees to provide said services required hereunder during such days and hours and at such locations as directed by the Division.
3. As compensation for the services rendered hereunder during the entire contract period, the Division agrees to pay the Contractor the sum of \$----- per hour.

Said sum shall be payable to the Contractor upon submission of itemized vouchers to the Division at the end of each monthly period during the term of this contract. Such itemized vouchers shall be supported by a listing of the days worked, hours worked, and an explanation of the services performed by the Contractor during such period.

As reimbursement for the Contractor's necessary travel expenses in performing the services herein, the Division agrees to pay the Contractor the sum of \$.405 (forty and one-half cents) per mile for each mile the Contractor is engaged in providing said services required and, additionally, other necessary travel expenses incurred in the performance of the contract. Said reimbursement shall be made monthly upon the Contractor's submission of vouchers in form and manner satisfactory to the Division.

Additionally, the Contractor shall be reimbursed for the cost of supplies and materials purchased by the Contractor that are necessary to the performance of the Contractor's service to the Division. The Division also agrees to provide Contractor with a state of Connecticut telephone credit card and/or otherwise reimburse the Contractor for all telephone calls necessary in the performance of his duties hereunder.

4. The term of this Agreement shall be from October 1, 2005 through September 30, 2008. This agreement shall remain in full force and effect for the entire term of the contract. However, the Division may terminate this agreement without cause at any time by providing the Contractor thirty (30) days written notice of its intent to terminate the Agreement.
5. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or arising out of the performance of this Agreement, including those arising out of injury to or

death of a contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of the Contractor or its employees, agents or subcontractors.

6. The Contractor shall not release any information concerning the services provided pursuant to this Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the Division.
7. The Contractor shall not assign or otherwise dispose of this contract or their right, title or interest therein to any other person, firm or corporation without the prior written consent of the Division of Special Revenue.
8. In no event shall the amount to be expended under this contract for all of the above noted (i.e. –services, travel, expenses, supplies and materials, etc.) exceed \$40,000.00 during any consecutive twelve (12) month period commencing October 1, 2005.
9. This agreement shall not become effective until it has been approved by the Gaming Policy Board and the Attorney General of the state of Connecticut.
10. No amendment or modification to the terms of this Agreement shall become effective unless in writing and approved by the Attorney General of the state of Connecticut.
11. This agreement shall be construed according to the laws of the state of Connecticut.

**Format for Proposals**

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The Division requests an original and three (3) copies of your proposal.

All proposals should follow the format (below) and address all requirements listed in the prescribed order, using the prescribed numbering system. Failure to follow the required format may result in the disqualification of a proposal.

1. Contact Information

Provide the information requested below:

- A. Name of Proposer
- B. Business Location
- C. Mailing Address
- D. Telephone Number
- E. E-Mail Address if available
- F. Federal Employer Identification Number/Social Security Number

2. Proposer's Representatives

The Proposer must designate an authorized representative and one alternate who may speak and act on behalf of the Proposer in all dealings with the Division, if necessary. Provide the following information for each individual:

- A. Names (**This is a mandatory minimum requirement**)
- B. Telephone Numbers
- C. Normal Hours of Work

3. Individual or Organizational Profile

A. Qualifications

The Division of Special Revenue requires the Services of a qualified Veterinarian(s), licensed to practice Veterinary medicine in the state of Connecticut. Submit a copy of the License(s) identifying the names of any Veterinarian(s) who will provide the services as required in this RFP. This is a mandatory minimum requirement.

Describe how your experience, education, training, special knowledge, skills or abilities meet the required minimum qualifications of this RFP.

## B. Legal Status

If the Proposer is a firm or corporation, describe the organization's legal status (e.g. sole proprietorship, partnership, limited partnership, corporation, subchapter S corporation). Report where (in which states) the organization is registered to do business and whether it is nonprofit or profit making.

## C. Financial Condition

If the Proposer is a business entity (Corporation, Partnership, Individual, Sole Proprietorship, etc.) please include the two most recent annual financial statements prepared by an independent Certified Public Accountant in accordance with Generally Accepted Accounting Principles. If a Proposer has been in business for less than two years, please include any financial statements prepared by a Certified Public Accountant, in accordance with Generally Accepted Accounting Principles for the entire existence of such business entity. A Certified Public Accountant's Standard Audit Report or Standard Review report is acceptable.

If a Certified Public Accountant's Standard Audit Report or Standard Review Report is unavailable, please include the two most recent annual financial statements or those available for the entire existence of such business entity, if such entity has been in business less than two years. Such financial statements shall be attested to under oath.

4. Outline of Work- Pertaining to sections 1a, 1b,1c,1d, 1e, and 1f of that section of the Personal Service Agreement Titled "SCOPE":
  - A. Please describe how **each** activity (task) will be accomplished, providing a detailed explanation of the procedures or processes that will be used to attain the expected outcomes.
  - B. Please include a schedule of the proposed work, by activity, indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables.

## 5. Personnel Resources

### A. Key Personnel

Identify the key personnel that will be assigned to provide the required services. Attach resumes reflecting their qualifications, including related work experience. [Note: The Division must be notified in writing and in advance regarding the departure of any key personnel from the project.]

### B. Contract Compliance Requirements

1. The proposal must include a summary of the proposer's experience with Affirmative Action. This information is to include a summary of the proposer's Affirmative Action Plan and the proposer's Affirmative Action Policy Statement. Please provide a copy of your affirmative action plan and policy statement with

your proposal submission.

Please review the “Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders” requirements attached to the Request for Proposal. Any contract to be awarded as a result of this RFP is subject to the contract compliance requirements.

2. Each proposer must provide evidence of their ability to meet the contract compliance requirements for one or more of the following factors: (1) success in implementing an affirmative action plan; (2) success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17, inclusive, of the Regulations of Connecticut State Agencies; (3) promise to develop and implement a successful affirmative action plan; (4) submission of employment statistics contained in the “Employment Information Form” indicating that the composition of the Proposer’s workforce is at or near parity in the relevant labor market area; or (5) promise to set aside a portion of the contract for legitimate minority business enterprises.
3. Please complete in its entirety and include the demographics of your business workforce on the “WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT” form attached to appendix#2 and include it with your proposal submission.
4. Complete any “Affidavit for Certification of Subcontractors” forms as applicable, returning the completed forms with your proposal submission.
5. Please discuss what efforts will be made to subcontract to contractors/vendors who are currently certified by the Department of Administrative Services as participants of our State’s Set-Aside Program and provide a list of any certified set-aside vendors your company proposes to utilize in conjunction with the service to be provided, together with a description of the service to be provided and its estimated cost.

#### 6. Proposed Cost

Include a cost proposal using the required format (below).

The Division requests the cost proposal be submitted on an 8”x11” sheet of paper, placed in a separate sealed envelope, and submitted with your proposal.

Cost

\$ xx,xxx.xx per hour of service

#### 7. Conflict of Interest

Include a disclosure statement concerning any current business relationships (within the last 3 years) that may pose a conflict of interest, as defined by Connecticut General Statutes Sec. 1-85.

8. Ethics laws concerning financial disclosure, gifts, campaign contributions and consultant contracts

Affidavits are now required of proposers asking them to disclose such information as gifts given to certain public officials or state employees, campaign contributions and consultant agreements. Such affidavits are not required as part of this RFP process as any contract to be awarded as a result of this RFP will not exceed the dollar amount for which such information is mandatory. However, at any time during the RFP process or during the term of any agreement entered into as a result of this RFP, the Division reserves the right to require any proposer or contractor to disclose such information in the form and format as that most recently required by the state of Connecticut.

9. Affirmations concerning Contract terms and Conditions

Include a statement that the Proposer has read and accepts all of the RFP's terms and conditions and the State's contract compliance requirements in their entirety and without amendment. **(This is a mandatory minimum requirement).**

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

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

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

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

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

# STATE OF CONNECTICUT

## COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

### WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT

**EMPLOYMENT INFORMATION FORM**

BIDDER/CONTRACTOR	CONTACT PERSON	DATE
ADDRESS	PHONE NUMBER	CONTRACT AWARD NUMBER

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru E Male and Female)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER. INDIAN OR ALASKAN NATIVE	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials and Managers											
Professionals											
Technicians											
Sale Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> YES <input type="checkbox"/> NO	Explain:
If Ct. based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> YES <input type="checkbox"/> NO	Explain:
Do you implement a written Affirmative Action Plan? <input type="checkbox"/> YES <input type="checkbox"/> NO	Explain:

DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING AND PROMOTION ANTIDISCRIMINATION PRACTICES

**Affidavit for Certification of Subcontractors  
as Minority Business Enterprises (MBE)**  
*(to be completed only for subcontractors not certified as MBE's  
by the Department of Administrative Services)*

To document the **Agood faith efforts@** of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state contract also identified below, I certify that the following subcontractors meet the criteria for minority business enterprises set forth in CONN. GEN. STAT. § 4a-60(b). I attest that each named minority business enterprise will be contracted by the named state contractor to participate on the identified state contract as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Complete Address	Subcontractor's Principal Officer's Name

(use additional sheets as necessary)

I further certify and affirm that I have read and understand the contract compliance requirements codified at CONN. GEN. STAT. Sections 4a-60 & 46a-71(d), and the Contract Compliance Regulations codified at Sections 46a-68j-21 through 43 of the Administrative Regulations of Connecticut State Agencies. I also understand that any false statements made herein are punishable by law.

\_\_\_\_\_ state contractor legal name

\_\_\_\_\_ type full printed name and title of official submitting this affidavit on behalf of contractor

\_\_\_\_\_ state contract number

\_\_\_\_\_ signature of official

\_\_\_\_\_ state contract awarding agency

\_\_\_\_\_ date of affidavit

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court  
My Commission expires \_\_\_\_\_

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

**NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES**

TO ALL LABOR UNIONS, WORKER-S REPRESENTATIVES AND VENDORS:

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

This means that this contractor:

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

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

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

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:

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

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE**

21 Grand Street  
Hartford, Connecticut 06106  
(860) 541-3400

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