

**REQUEST FOR PROPOSALS  
(VOLUME II)**

**FOR**

**VARIOUS MANAGEMENT, OPERATIONAL  
AND PROMOTIONAL SERVICES**

**Volume 1**

**Convention Center Building Management  
Convention Center Sales and Marketing  
Stadium Building Management  
Stadium Event Booking  
Stadium Marketing and Sponsorship**

**Volume 2**

**Convention Center Catering and Concessions**

**For the**

**CONNECTICUT CONVENTION CENTER  
HARTFORD, CT**

**and the**

**STADIUM AT RENTSCHLER FIELD  
EAST HARTFORD, CT**

**November 2, 2009**

**Key Dates:**

November 10, 2009 – Pre-Bid Meeting

November 30, 2009 – Proposals Due

**A Public Solicitation Made by the  
State of Connecticut, Office of Policy and Management and the Capital City Economic  
Development Authority**

**REQUEST FOR PROPOSAL  
FOOD AND BEVERAGE OPERATIONS AGREEMENT  
CONNECTICUT CONVENTION CENTER  
HARTFORD, CONNECTICUT**

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**Request for Proposals for Various Management, Operational, and Promotional Services  
for the Connecticut Convention Center and the Stadium at Rentschler Field  
(Volume II)**

**I. INTRODUCTION**

The State of Connecticut, Office of Policy & Management (“OPM”) and the Capital City Economic Development Authority (the “Authority” or “CCEDA”) (collectively, the “State”) are seeking proposals from qualified and experienced firms interested in providing various management and operational services for the CT Convention Center in Hartford, Connecticut (the “Convention Center”) and the Stadium at Rentschler Field in East Hartford, Connecticut (the “Stadium”).

Interested firms have the option of submitting proposals for one or more of the following services contained in Volume I and/or Volume II of this RFP:

**Volume I**

- a) Convention Center Building Management (including event booking)
- b) Convention Center Sales and Marketing Services
- c) Stadium Building Management
- d) Stadium Event Booking
- e) Stadium Marketing and Sponsorship

**Volume II**

- f) Convention Center Catering and Concessions**

It is the State’s intention to enter into separate agreements with selected firms for each of the services outlined above; however, we reserve the right to combine contractual services where appropriate. It is also the State’s intention that CCEDA will hold the building management contract for the Convention Center, while OPM will hold the building management contract for the Stadium at Rentschler Field.

It is the Authority’s preference that the selected Convention Center building management firm holds the contracts for Food Services, as well as, sales and marketing; however, we would entertain proposals for alternative contractual relationships.

It is the State’s preference that the selected Stadium building management firm hold the contracts for Stadium event booking and Stadium marketing/sponsorship; however, we would entertain proposals for alternative contractual relationships.

### **State Contact Information**

The official contact person for the purposes of this RFP is:

Mr. Anthony L. Lazzaro Jr., Deputy Director/General Counsel  
Capital City Economic Development Authority  
100 Columbus Boulevard, Suite 500  
Hartford, CT 06103-2819  
Telephone: (860) 493-2905  
Fax: (860) 527-0133  
Email: [alazzaro@cceda.net](mailto:alazzaro@cceda.net)

All communications with the State regarding this RFP must be directed to Mr. Lazzaro.

All communications with the OPM, CCEDA or any person representing OPM or CCEDA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by respondents or their representatives may result in disqualification or other sanctions, or both.

### **Letter of Intent**

Interested firms should submit a letter of intent to Mr. Lazzaro by **November 9, 2009** acknowledging receipt of the RFP and informing the State of its intent to respond. Firms should also provide the name, address, telephone, email address and facsimile number of the individual who can address inquiries related to this RFP and the firm's proposal, and receive clarifications or addenda from the State.

### **Pre-Bid Meeting**

Firms are strongly encouraged to attend a pre-bid meeting scheduled for **10 a.m. Eastern time on November 10, 2009** in Boardroom A at the Connecticut Convention Center, 100 Columbus Boulevard, 4<sup>th</sup> floor in Hartford. (Please note that this date is subject to modification: however, all potential respondents will be duly advised of such within an ample time period to adjust schedules if such should occur). The purpose of this meeting will be to answer any questions pertaining to the proposal documents and to tour the facilities. Tours of the Stadium at Rentschler Field will be available following the pre-bid meeting and Convention Center tour.

### **Questions and Amendments**

All questions regarding this RFP and submission requirements must be directed, in writing, to the Official Contact by **November 16, 2009**. Written responses to all questions will be posted by **November 19, 2009** on the OPM website at [www.ct.gov/opm](http://www.ct.gov/opm) and the CCEDA website at [www.cceda.net](http://www.cceda.net). Any amendments to this RFP will be posted on these Web sites and respondents are advised to periodically check the sites.

### **Additional Information**

Supplemental materials to assist respondents in preparing their proposals are also available on the OPM website at [www.ct.gov/opm](http://www.ct.gov/opm) and the CCEDA Web site at [www.cceda.net](http://www.cceda.net).

These materials include:

1. Convention Event Schedules (three years past and two years forward).
2. Convention Center facility description, site plan and financial reports.
3. Convention Center Visitor Information Packet.
4. Convention Center Visitor Statistics.
5. Stadium financial reports.
6. Current management agreement for Convention Center.
7. Current management agreement for Stadium.
8. Current catering and concessions management agreement for Stadium
9. OPM – UConn Stadium Lease.
10. LAZ contract for Stadium parking management.
11. Sodexo contract for Stadium catering and concessions.
12. State of Connecticut Administrative Contracting Requirements

Additional information on the Convention Center is also available on that facility's website at: [www.ctconventions.com](http://www.ctconventions.com). Additional information on the Stadium at Rentschler Field is also available on that facility's website at: [www.rentschlerfield.com](http://www.rentschlerfield.com).

### **Proposal Deadline**

**Proposals submitted in response to this RFP must be submitted to the address below  
by 5:00 p.m. Eastern time on November 30, 2009.**

Mr. Anthony L. Lazzaro Jr.  
Deputy Director/General Counsel  
Capital City Economic Development Authority  
100 Columbus Boulevard, Suite 500  
Hartford, CT 06103-2819

### **Presentation**

Short-listed respondents should be prepared to attend individual presentations on **December 17, 2009** at the Connecticut Convention Center. The exact time and room will be announced at a later date.

**II. PROJECT DESCRIPTION**  
**(Convention Center Catering & Concessions Services -Volume II)**

**Connecticut Convention Center** - The Adriaen's Landing development is a \$771 million mixed-use development located in downtown Hartford, Connecticut. Uses consist of a Convention Center, a Convention Center Hotel and the Connecticut Science Center, as well as a residential and entertainment/retail district, currently under development. The Authority is the developer and owner of the Convention Center, a facility with a 140,000 square foot exhibit hall, a 40,000 square foot ballroom and 25,000 square feet of meeting space. Presently, the Authority holds separate contracts with one contractor for both the management services for the Convention Center ("Management Services") and for its catering and concessions services ("Food Services"). The Management and Food Services employees at the Convention Center currently work under a collective bargain agreement; however, all parties are encouraged to respond to this RFP.

**The Convention Center currently attracts and serves annually:**

- Leisure visitors
- Motor coaches
- Conventions
- Meetings
- Banquets
- Sporting Events
- Consumer shows
- Events

**The Convention Center aggressively pursues the following markets:**

- Leisure
- Group tours
- Association business
- Corporate
- Government
- SMERF (Society, Military, Educational, Religious, and Fraternal)
- Special events

**Additional information on the Connecticut Convention Center can be found at [www.ctconventions.com](http://www.ctconventions.com).**

As noted above, interested firms have the option of submitting proposals for one or more of the following services:

- A) Convention Center Building Management (Including event booking) (See Volume I);
- B) Convention Center Sales and Marketing Services (See Volume I);
- C) Stadium Building Management (See Volume I);
- D) Stadium Event Booking (See Volume I);
- E) Stadium Marketing and Sponsorship (See Volume I);
- F) **Convention Center Catering and Concessions**

Detailed descriptions of these services appear in the following pages or within Volume I of this RFP, along with submittal requirements and selection criteria.

It is the State's intention to enter into separate agreements with selected firms for each of the services outlined above; however, we reserve the right to combine contractual services where appropriate. It is also the State's intention that CCEDA will hold the building management contract for the Convention Center, while OPM will hold the building management contract for the Stadium at Rentschler Field.

It is the Authority's preference that the selected Convention Center building management firm holds the contracts for Food Services, as well as, sales and marketing; however, we would entertain proposals for alternative contractual relationships.

It is the State's preference that the selected Stadium building management firm holds the contracts for Stadium event booking and Stadium marketing/sponsorship; however, we would entertain proposals for alternative contractual relationships.

**Proposals for multiple services should clearly identify any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale), which would result if they were selected for such multiple services. The additional savings/revenue should be discussed within the Additional Data section of the respective submissions.**

**III. SCOPE OF SERVICES**  
**(Convention Center Catering & Concessions - Volume II)**

**Term:** The Convention Center Catering & Concessions agreement, which will commence on July 1, 2010, will be granted for a five (5) year term, cancellable after the third year.

**Management:** The Food Services provider is responsible for providing food and beverage services at the Convention Center. Specific duties include, but are not limited to:

- (a) the sale of food and beverages, including alcoholic and non-alcoholic beverages, and candy sold from concession stands, kiosks, fast food stands, bars, vending machines, portable service stands and via wait service and vendors circulating through the facility;
- (b) the catering or sale of food and beverage services and related services within the facility; and
- (c) the sale or rental of novelties, other merchandise and programs within the facility, including the coordination, management, inventorying, scheduling and provision of food and beverages for both banquet and concession operations, catering all events at the facilities, including set-up, tear-down and clean-up, menu development and merchandising, vending machine services, coat and luggage check, room service, booth service, thematic food service and the provision of the personnel necessary to provide the Food Services.

Contractor shall apply for and purchase all required alcoholic beverage licenses required to provide concession services for the facility. Food Services shall include, but not be limited to, ordering, receiving, inventorying and storing all food and beverage products, supplies and equipment; preparing all food and beverages; providing all food and beverage service to guests; cleaning all areas used to prepare and serve food and beverage; and such other services as may be customary, appropriate, necessary and incidental to the provision of the Food Services.

Proposers should be aware that the Convention Center (the Facilities) enjoys a reputation for providing a high level of food/beverage quality and service to its distinguished lists of patrons.

**Transition:** Develop and implement a short-term transition plan from the current management to the new manager.

**Customer Services:** Provide a high level of quality service to clients, exhibitors, and patrons of the Convention Center. Establish operational policies and vendor contracts to provide for all aspects of client and exhibitor event-related requirements.

**Fiscal Services:** Maintain all financial records, funds, and accounts in accordance with CCEDA accounting requirements; prepare monthly operational and capital reports and budgets. CCEDA shall have total access to all financial records related to these facilities at all times.

**Standard Wage Rates:** Respondents should note that for the purposes of Connecticut General Statutes §31-57f relating to standard wage rates for certain service workers, the Food Services contract is a contract with the State of Connecticut. The selected firm, therefore, will be required to pay wages and benefits to all service workers employed by such firm at levels satisfying the

requirements of Section 31-57f and to also comply with the reporting and other requirements of Section 31-57f.

***Small and Minority Business Utilization:*** The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §4a-60g) with respect to the hiring of State-certified small and minority-owned businesses at the Convention Center. Tasks shall include quarterly reporting to the State on Convention Center utilization of such businesses.

***Other Employment Preferences:*** The selected firm shall assist the State in meeting statutory requirements (Connecticut General Statutes §32-656) with respect to available and qualified residents of Hartford and East Hartford, as well as available and qualified members of minorities.

***Inventory:*** The selected firm shall be responsible for the inventory and maintenance of the food and beverage equipment and fixtures at the Convention Center in accordance with State requirements.

***Cooperation:*** The selected firm will be expected to provide close cooperation with the selected Convention Center building manager.

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

#### **IV. Submittal Requirements**

The proposer shall complete and submit one (1) original and nine (9) copies of its proposal documents. All submissions for Convention Center catering and concessions services must follow the required format and address all requirements listed in the prescribed order using the prescribed numbering system. Failure to follow the required format may result in disqualification of a submission.

##### **Section 1 – Cover Letter**

The cover letter should include the following items:

- The identity of the proposing firm and any partners or consultants included as part of the response.
- The service or services for which the firm is interested in providing (i.e., Convention Center building management, **Convention Center catering and concessions**, Convention Center sales and marketing, Stadium building management, Stadium event booking, and/or Stadium marketing and sponsorship)
- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposing firm.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the respondent, which shall include an identification of the respondent as a corporation or other legal entity.

##### **Section 2 – Table of Contents**

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

##### **Section 3 – Affidavits, Schedules, and Appendices**

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas; however, each form satisfies a solicitation/contracting requirement of the State, and the redundancy cannot be avoided at this time. Please note that Exhibits E and F do not need to be completed with the response packet to this RFP; however, upon execution of the negotiated agreement, the selected respondent shall be required to complete said exhibits. Copies of these forms are included in this RFP so firms can review them prior to negotiations.

#### **STATE EXHIBITS**

- |                  |   |
|------------------|---|
| <b>Exhibit A</b> | Submittal Checklist   |
| <b>Exhibit B</b> | Respondent Information <ul style="list-style-type: none"><li>• OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)</li><li>• Agency Vendor Form (SP-26NB, May 2009)</li><li>• Taxpayer Identification Number &amp; Certification Form (W-9)</li></ul> |
| <b>Exhibit C</b> | Consulting Agreement Affidavit  |
| <b>Exhibit D</b> | Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban  |

- Exhibit E** Gift and Campaign Certification
- Exhibit F** Nondiscrimination Certifications
- Exhibit G** Contract Compliance Package
  - Notification to Bidders Form
  - Bidder Contract Compliance Monitoring Report

**RFP EXHIBITS**

- Exhibit H** The Convention Center Food/Beverage Operations Proposal Guarantee Form
- Exhibit I** Business Questionnaire
- Exhibit J** Financial Format for Operational Submittal Purposes –  
Food/Beverage Sales Proposal Form
- Exhibit K** Menu Details – Food and Beverage Functions and Facilities
- Exhibit L** Additional Information
- Exhibit M** Comments on Food/Beverage Operations Contract Agreement

**SAMPLE FOOD & BEVERAGE AGREEMENT SCHEDULES**

- SCHEDULE 1** – Wage Schedule
- SCHEDULE 2** – Financial Format for Operational Submittal Purposes  
- Food/Beverage Sales
- SCHEDULE 3** – Financial Format for Operational Submittal Purposes  
– Food/Beverage Sales Proposal Form
- SCHEDULE 4** – Minimum Purchase Specification Requirements
- SCHEDULE 5** – Minimum Operating Standards Requirements
- SCHEDULE 6** – Sanitation Regulations and Project Inspections

**SAMPLE FOOD & BEVERAGE AGREEMENT APPENDICES**

- APPENDIX A** – Affidavit of Good Standing
- APPENDIX B** - Operating Data
- APPENDIX C** - Foodservice Equipment List and Plans

**STATE APPENDICES**

- APPENDIX D** – Revised IRS Guidelines Applicable to Management Contracts Involving Use of Bond-Financed Facilities
- APPENDIX E** – Conflict of Interest Statute

**Section 4 – Conflict of Interest Statement**

Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-86 (see Appendix E). Please discuss any competing facilities connected to the contractor. Include any facilities in the State of New York, the State of New Jersey, or the greater New England region, regardless of size, and any facilities anywhere in the United States that are of such size or in such market as to compete with Convention Center for booking events. Present a plan for preventing any conflict of interest in managing competing facilities.

## V. REQUEST FOR PROPOSALS

### 1.0 GENERAL INFORMATION

#### 1.01 Introduction

- a. The Authority will award a contract to the best-qualified and responsible proposer(s) and enter into a contract agreement for the right to provide food/beverage services, as specified herein; sell alcoholic beverage under certain conditions, operate pantry and other food production/storage areas, operate fixed and mobile concession stands; cater food and beverage to meeting, banquet, and special functions, and vend various refreshments and other items as approved by the Authority. In addition, the Authority will require the successful proposer to operate any and all dedicated lounges, mobile thematic food services, and other foodservice operations as required from time to time in the subject facilities under this contract for services.
- b. The Authority's Food/Beverage facilities and equipment shall be used solely for the conduct of the described Contract Agreement. The areas to be occupied by the Contractor may be subject to increase or decrease from time to time. The Authority will designate which space or areas the Contractor may use in the performance of the responsibilities as set forth herein to conform with the priorities established. These specifications will become part of the Contract Agreement and be binding upon the parties thereto.
- c. Review of Food Service Plans and Analysis of Potential – where available, plans are enclosed for review purposes

#### 1.02 Definitions

The following capitalized terms shall have the following definitions in this document as well as in the Sample Food/Beverage Operations Contract attached:

- a. Automated Vending – foodservice vending from automatic machines (if any such exist).
- b. Branded Name Products – food and beverage items that may be sold within the Facilities to the general public. Branded products may be sold under contract license by the Contractor or at separately-designated stands exclusively featuring certain brand-name products. The Authority is to have final approval rights regarding use of such products.
- c. Catering Services – food and beverage functions at all facilities where payment is received for pre-arranged food/beverage services i.e. pre-arranged functions, etc.
- d. The City – the City of Hartford, Connecticut.
- e. Concession Services – over-the-counter cash sales at fixed and mobile food and beverage concession units at the Facilities.

- f. Consultant – the designated project foodservice consultant to the Authority – William Caruso & Associates, Inc., 9200 East Mineral Avenue, Suite 320, Englewood, Colorado 80112.
- g. Contract Agreement/Contract – shall mean a binding agreement to provide the Food/Beverage service for the Authority as provided herein.
- h. Contractor – shall mean the corporation, company, partnership, firm or individual named and designated in the Contract Agreement as the “Food Service Operations Contractor(s),” and its, his, or their employees, agents, and legal representatives.
- i. Controllable Expenses – certain out-of-pocket expenses associated with the daily food and beverage operations including payroll, payroll taxes, administrative and general costs, and other daily operating costs, as defined in the financial schedules set out herein.
- j. The Facilities - the Connecticut Convention Center  
Details of the food/beverage operations in the facility are provided within the appendix – including sales and informational outlines.
- k. Food Service Equipment – all equipment used in the storage, preparation, cooking, serving, holding, and warewashing areas of the food/beverage service operations throughout the Facilities and their grounds, defined as Section 11400 equipment by the Construction Specification Institute.
- l. GAAP - generally (industry wide) accepted accounting procedures
- m. Gross Food Service Sales – the total amount of money, gratuities and service charges received or charged by the Contractor, his agents, subcontractors or employees of the Contractor for all food and beverage service sales, excluding applicable taxes, made under this agreement.
- n. Gross Profit – all gross service sales as defined under this Contract Agreement less applicable sales taxes.
- o. HACCP – federal guideline program entitled “Hazard Analysis Critical Control Point” dealing with correct holding temperatures and handling methodologies required for various food products.
- p. Authority – the Capital City Economic Development Authority
- q. The Authority’s Designee – an individual named by the Authority as its contract administrator/liaison for this contract.
- r. Net Profit – gross profit less expenses (including fees).
- s. Performance Bond – the bond provided by the Contractor to guarantee the successful performance of the contract over the life of the agreement.
- t. Proposal – the document or documents submitted by proposers in answer to the RFP package questions and information requested by the Authority relative to the Food/Beverage operational management Contract Agreement at the facilities.
- u. Proposer – that party or parties responding to the Authority’s RFP, in written form, regarding the above-referenced Contract Agreement.
- v. RFP – the formal Request for Proposal document provided to proposers for this Contract Agreement.
- w. Senior Management – personnel from the Contractor’s firm assigned to this project and relating to the following positions.
- General and Assistant Managers
  - Corporate, District and Regional Management Personnel

- Corporate, Marketing and Financial Liaison Personnel

NOTE: The term Corporate shall mean any person(s) located at the Contractor's Corporate Headquarters or reporting directly to Corporate Headquarters personnel.

- x. Third Party Sales – subcontracted source sales provided from vendors other than subcontractor to the Contractor.
- y. TIPS, TEAM – programs related to alcoholic beverage management control systems and certain procedures to be implemented by the Contractor when serving guests.
- z. Vending Equipment – all automatic vending machine equipment that serves canned, cartoned, and/or pre-packaged foods in an automated manner.

### **1.03 Equipment and Contractor's Capital Investment**

- a. The equipment and fixtures available for use are outlined in Appendix C of the attached Sample Contract Agreement. Any deviation in the current approved foodservice design requested by the Contractor and resulting in a change order from any Contractor, designee, consultant et al must be first approved in writing by the Authority prior to commencement of construction and must be completely paid for at the time services are rendered and fees due, by the Contractor. All such costs will not be considered as grant or investment funds of any type, are not Authority repayable, nor will be considered Controllable Expenses or Direct Operating Expenses. All such work will not be approved should it delay any operations or events at the Facilities and should such approved change order work delay any events at the Facilities, the Contractor will be subject to a delay penalty in sum of ten thousand dollars (\$10,000,00) per day for any extra work required to modify the food/beverage service system which has caused such delay.
- b. If the Contractor wishes to add equipment beyond that which is provided by the Authority, any items purchased and installed shall be of a type and class approved by the Authority and in sufficient quantities to provide proper service to the patrons of the Facilities.
- c. All Contractor purchased equipment and furnishing shall be new, of modern design, and of first-class material and construction. The furnishings and equipment shall be of such quality, design, and finish as will be in keeping, in the opinion of the Authority's management, with the general décor of the Facilities. Contractor must be approved in writing by the Authority before purchase and installation and the cost of such heavy-duty foodservice equipment will be amortized over 60 months with a buy-out provision should early Contract Agreement termination take place.
- d. The Contractor(s) will also be required to agree to the following basic financial obligations to this Contract Agreement:
  - (1) Operation under a management fee agreement where Authority pays base and incentive fees to the Contractor in return for management services rendered.

**1.04 Schedule**

The following is the anticipated Contractor selection and operational start-up schedule for this project. This may be altered in writing to all proposers at the discretion of the Authority.

ESTIMATED PROJECT COMPLETION SCHEDULE  
FOOD SERVICE OPERATOR SELECTION

| <u>ELEMENT</u>                                     | <u>COMPLETED BY</u> |
|--|---------------------|
| RFP Packages to Proposers.....                     | November 2, 2009    |
| Letter of Intent due .....                         | November 9, 2009    |
| Pre-bid meeting with proposers .....               | November 10, 2009   |
| Questions due .....                                | November 16, 2009   |
| Proposals due .....                                | November 30, 2009   |
| Review of proposals and short list determined..... | December 7, 2009    |
| Short list presentations.....                      | December 17, 2009   |
| Review and selection of operator(s) .....          | December 23, 2009   |
| Negotiation/letter of intent to contract.....      | December 29, 2009   |

**1.05 Rights and Options of the Authority**

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

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

The State reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and firm(s) that, in the State's sole discretion, is in the best interests of the State. Additionally, the following rights and options are reserved to the Authority

- a. The Authority has the right to provide food, beverage, and related services to patron attending event at the Facilities.

- b. A Contract Agreement will be drawn for all of the food and beverage service operations at the Facilities.
- c. Projected event data for the facilities over the foreseeable future are attached in Appendix B.
- d. The Authority reserves the right to reject any and all proposals and to waive any irregularities or informality with respect to any proposal.
- e. No proposal will be accepted from, or Contract agreement awarded to, any person, firm, or corporation that is in arrears or in default to any business or government entity for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman.
- f. The final Contract Agreement with the successful Contractor will be drawn by the Authority as deemed necessary to protect the Authority's interests herein.
- g. The Contactor agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Authority as the same now exists or may hereafter from time to time be changed in writing.
- h. The Authority retains the sole and exclusive right to negotiate sponsorship, advertising and all pouring rights for all food and beverage sold in the contracted facilities.
- i. Nothing stated at any time, by any representative of the State, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing by the State;
- j. Firms responding hereto must agree to keep confidential their responses and any information received from the State;
- k. The State shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of the State;
- l. Neither the State nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent;
- m. All responses submitted must be the original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the State to reject the response.

#### **1.06 RFP CONDITIONS**

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

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

- B. All submissions in response to this RFP are to be the sole property of the State. Respondents are encouraged **NOT** to include in their submissions any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the submission and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

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

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

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. The respondent's submission shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.

- G. The State may amend or cancel this RFP or modify the schedule, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered.
- H. The State retains the right to choose more than one respondent to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all respondents and to republish the RFP.
- I. Any costs and expenses incurred by respondents in preparing or submitting submissions are the sole responsibility of the respondent.
- J. A respondent must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.
- K. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by the State at the respondent's sole cost and expense.
- L. Respondents may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The respondent represents and warrants that the submission is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The respondent further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the respondent's submission preparation.
- N. All responses to the RFP must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by the State. The contract may be amended only by means of a written instrument signed by the State and the respondent.
- P. Pursuant to Connecticut General Statutes § 4a-81, bids or submissions for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit**

attesting to whether any consulting agreement has been entered into in connection with the bid or submission. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

- Q. Pursuant to Connecticut General Statutes § 1-101qq, bids or submissions for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such respondent have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Pursuant to Connecticut General Statutes § 1-101qq, the respondent shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The respondent shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The respondent shall supply such affirmations to OPM promptly.
- R. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (See Exhibit D).
- S. The State of Connecticut and the Authority are exempt from the payment of excise, transportation, and sales taxes therefore such taxes must not be included in the price quoted. Also, the price quoted will be applicable to the entire term of the contract and will not be subject to alterations without the prior written consent of the State of Connecticut or the Authority, respectively.

- T. The bidder must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the respective State party, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the respective State party. At its discretion, a respective State party may require the removal and replacement of any of the bidder's personnel who do not perform adequately, regardless of whether they were previously approved by such party.
- U. The proposer accepts the State's administrative contracting requirements. Please see OPM Web site at [www.ct.gov/opm](http://www.ct.gov/opm). or CCEDA Web site at [www.cceda.net](http://www.cceda.net).
- V. The proposer is willing furnish a performance bond if required by the State.

**1.07 Interpretation**

Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decisions of the duly designated representative of the Authority shall be final.

**2.0 PRE-SUBMISSION PROCEDURES AND REQUIREMENTS**

**2.01 Examination of Proposal Documents**

- a. Upon receipt of the Proposal Documents, each Proposer shall examine same for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Proposer's responsibility to identify and procure any missing pages.
- b. The Proposer will be deemed to have studied and examined all facilities and all relevant documents, data, and other related information before proposing.
- c. Proposal documents may be examined without charge in the offices of Mr. Anthony L. Lazzaro Jr., Deputy Director/General Counsel, The Capital City Economic Development Authority, 100 Columbus Boulevard, Suite 500 Hartford, 06103-2819 or may be view on the Authority's Web site at [www.cceda.net](http://www.cceda.net).
- d. Proposer shall propose services under a management fee contract basis as set forth in the bid forms contained herein.
- e. The Authority encourages the participation of local small and MBE/WBE firms in the bid process including prime/subcontractor relationships, joint ventures and/or strategic alliance partnerships to accomplish this goal. The Authority will require full financial breakdown disclosure of the nature of each business entity i.e. financial participation by all identified parties, percent ownership, stock options/ownership levels, etc. This should be set out clearly and easily identified in the proposal forms required for submission herein. Specific Authority requirements for MBE/WBE qualifications are included herein.

### **3.0 SUBMITTAL PROCEDURES AND REQUIREMENTS**

#### **3.01 Compliance with the RFP**

The proposal documents herein include the Instructions to Proposers, sample forms, and other Contract Agreement Documents including General and Supplementary Conditions, Food Service Drawings, and Equipment Lists.

#### **3.02 Content of Proposals**

Each Proposer must certify under penalties of perjury that its proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person, persons, or organizations. It shall be the responsibility of proposers to thoroughly familiarize themselves with the provisions of these specifications and the facilities. The Authority is not required to give consideration to any claim of misunderstanding.

#### **3.03 Proposal Details**

3.03.1 In selecting a food/beverage services Contractor(s) for the facilities studied consideration will be given to the contents of Proposals. Proposers should describe in great detail how they propose to meet the Specifications for Contract Agreement for the Food and Beverage, including:

- a. Number, qualifications, duties, and Authority of full-time personnel and managers, number and source of part-time personnel, and proposed uniforms for employees and management level staff at the various service venues throughout the Facilities.
- b. How the respondent proposes to continue and participate in the total effort of making the Facilities a successful operation.
- c. A detailed product branding plan utilizing a series of national, regional, and local branded products both as singular entities and as products marketed under another umbrella name.
- d. A high level of personal service to guests as evidenced by the following:
  - (i) No greater than a 1:175 POS ratio of the number of POS stations to guests at the Facilities – as evidenced by a written plan noting all locations and number of POS and strategy to accomplish this goal; and
  - (ii) Qualified management team at all venues – minimal qualifications of all managers presented should include at least three (3) years of senior food management responsibility in the arena/convention center/performing arts center field, degrees in hotel/ restaurant management from recognized colleges/universities in that field, and a high-quality service plan that meets or exceeds same at other similar very high-quality service facilities.
- e. A professional uniform plan for each of the venues serviced – presented in written and graphic form with budgeted costs noted.
- f. Any other information the proposer believes will be helpful to the Authority in making a selection.

3.03.2 Detail and comprehensiveness of the Proposal are important to the Authority and will be considered in making the selection.

3.03.3 Specific factors will be applied to proposal information to assist the Authority in its task of selecting the most-qualified candidate for this Contract Agreement. General guidelines for evaluation are as follows:

- a. Financial capability to perform the Contract Agreement. Ability to provide necessary services within maximum cost guidelines and ranges parallel to the goals and requirements of the Authority.
- b. Background in high-quality convention center Food/Beverage operations pertaining to catering/banqueting, concessions, special services, catering, bar services, restaurants, including VIP and other similar services.
- c. Management qualifications, especially related to the public assembly building foodservice backgrounds of senior management proposed for this facility.
- d. Merchandising and sales creativity proposed. A detailed marketing plan and long-term strategy should be presented as a critically important proposal element including use of local/regional/national branded products, impact on sales/profit of branded products, and specific financial/operational arrangements with proposed branded product vendors. Also examples of new facility concept designs, décor, and uniforms must be presented as elements of the sales/marketing strategy component of each proposal.
- e. Operational expertise as evidenced by staff training/manual procedures, provision of (availability of) daily financial data to Authority in a recognized GAAP format, ability to provide back-up management expertise on short notice, cash control computer system, and interfaces to be provided and any other information in this area helpful to the Authority's Selection Committee.
- f. A successful, detailed interview with the proposer's general manager candidate.

### **3.04 Proposer's Qualifications**

The proposer submitting this proposal warrants that said proposer has the following qualifications:

- 3.04.1 That the principal firm, partnership, or corporation or its parent company making application has been in continuous existence for a period of the past three (3) years or more.
- 3.04.2 That the principal proposer or its parent company has, for at least the past three (3) consecutive years, operated specialized catering and/or food or beverage concessions, as a major concessionaire or caterer, or both, in one or more arena, convention center or performing arts center or similar facilities, with gross sales of Four Million Dollars (\$4,000,000.00) or more per year per facility.
- 3.04.3 That the principal proposer or its parent company can satisfy all requirements as noted under *Applicant Qualifications* in the Instructions to Proposers Section of this package. Additional information (over and above that noted in this Qualification Form) should be attached with this form as Addendum Information

### **3.05 Proposer/Parent of Proposer**

#### **3.05.1 Corporate Resolution**

All corporate proposals shall include a duly-executed resolution of their Board of Directors, either approving the particular proposal being submitted or specifically authorizing and empowering a designated agent of said corporation to bind the corporation in all matters involving, relating to, or incidental to the submission of a proposal hereunder and, if accepted by the Authority, the corporation's full performance under the terms of the Food/Beverage Operations Management Contract Agreement.

3.05.2 In the event that the proposer selected to provide food services hereunder is a foreign corporation, it shall file to conduct business in the State of Connecticut prior to conducting any business in that state. Although the Authority does not require foreign corporate proposers to qualify in Connecticut *prior* to submitting a *proposal*, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Connecticut at their own expense, upon the written request of the Authority without regard to whether such corporation is actually awarded the Contract Agreement, and in the event that the award is made, prior to conducting any business in the state.

### **3.06 Submission of Proposals: Deadline**

3.06.1 The proposer shall complete and submit one (1) original and nine (9) copies of its proposal documents. To be considered, sealed proposals must be received at the offices of the Authority to the attention of the Mr. Anthony L. Lazzaro Jr. not later than 5 p.m. Eastern Standard time on November 18, 2009.

3.06.2 The proposer(s) shall identify its proposal on the outside of the envelope by writing the words:

***“Proposal for Food and Beverage Services at the Connecticut Convention Center”***

3.06.3 The envelope containing the proposal shall be the one provided by the Proposer and, if mailed, must be received by the Authority no later than the time and date noted above.

3.06.4 Proposals shall be properly executed by duly-authorized officers of the Proposer(s). If the Proposer(s) is/are a corporation or joint venture, the Proposal must be signed in its home office(s) and on its behalf and under seal by two (2) duly-authorized signing officers of the corporation(s). The offices held by the signing officers must be shown and all forms shall be duly notarized by a registered Notary Public.

### **3.07 Submission of Proposals: Agreement**

Submission of a Proposal shall constitute agreement by the Proposer to the terms and conditions incorporated in this "Information to Proposers," which agreement, in the case of the "Successful Proposer," shall remain in effect during the life of the Foodservice Operations Contract Agreement. All proposals shall become the property of the Authority.

### **3.08 Qualification Statement**

Proposers must submit with their proposals the required Contractor's qualification statement including a written statement attesting that the firm will provide all required services to the Authority if selected for this Contract Agreement, as well as any non-discrimination information and agreement to meet/ exceed any MBE/WBE base goals established for this contract with supporting documentation as required by the Authority.

### **3.09 Withdrawal of Proposals**

At any time prior to the hour and date set for the opening of proposals, a proposer may withdraw its proposal. This will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of bids.

## **4.0 PROPOSAL EVALUATION CRITERIA**

### **4.01 Experience, Expertise, and Capabilities**

1. In order to qualify for the award of the contract, proposers must meet the following minimum qualifications that meet minimum industry levels of operation of food and beverage facilities at large-volume, world-class venues such as the facilities to be contracted herein. Further, the qualifications as set forth herein are designed to establish experience criteria with which the proposer demonstrates the capability to provide food and beverage service in a major public assembly building environment similar to the Facilities. The Authority will be particularly interested in reviewing the following proposal information. Evidence in the form of answers to the enclosed business questionnaire or additional evidence in affidavit form:
  - a. That the proposer has experience in major places of public assembly such as major arenas/convention centers/performing arts centers which have multi-purpose food/beverage facilities including fixed and mobile concession facilities, banqueting, special function facilities, and other food/beverage facilities. Proposers shall cite the number of years and the locations at which such similar operations are conducted.
    - i. Operating experience (minimum past 3 years) and reputation for quality of service and cooperation in line with paragraph a subsection (1) above and satisfactory to the Authority.

- ii. Financial resources which, in the opinion of the Authority, are adequate to ensure full and proper performance of the Contract Agreement. A proposer must submit a current financial statement which is not to be older than one (1) year after the close of the most recent complete accounting period. Said statement is to be *certified* by a certified public accountant.
- iii. Demonstrated ability to develop maximum gross receipts and potentials from similar-type operations. This demonstration shall demonstrate per capita receipts over at least two consecutive operating seasons at the following levels:
  - 1. Special function services – extensive catering menus for breakfast, lunch, and dinner showing local market pricing and cost justifications for same
  - 2. Cost and control results in similar operations generating at least \$4,000,000 per year in food/beverage receipts over the past three (3) consecutive years as follows:
    - a. Labor cost – not greater than 25.0% of gross sales blended average for mobile and fixed concessions operations (excluding taxes) and 32.0% blended average of gross sales for all banquet/catering services (excluding taxes) under this contract
    - b. Food cost – not greater than 28.5.0% blended average all areas where food is served

\* Above results to be certified via audited statements for facilities currently in operation by an outside, professional accounting firm.

- iv. Demonstrated abilities in other world-class, new public assembly buildings, in the areas of:
  - 1. Cost control results (food and labor)
  - 2. Graphic design and signage programs
  - 3. Advertising/sales plans
  - 4. Types, styles of product sold including size and specification
  - 5. Quality control measures to be undertaken, including HACCP controls
  - 6. Institution of safety/emergency management programs
  - 7. Actual experience and implementation and results in previous recycling programs (all such programs per current State of Connecticut regulations)
  - 8. Nondiscrimination in the selection of subcontractors as vendors and/or joint venture partners
  - 9. Conformance to all American with Disabilities Act (ADA) requirements
  - 10. Operating Partnership with MBE/WBE firms and use of MBE/WBE certified vendors in other similar venues operated
- v. Of critical importance in the evaluation of proposers will be the ability to provide an experienced convention center management team (in professional foodservice and support services) as detailed earlier herein to ensure a quality program satisfactory to the Authority.

- vi. Literature, brochures, etc., describing the operation(s) of the firm and such other material(s) that may be useful in determining the operating experience and reputation for quality and cooperation of the proposer and ability to begin operations as noted.
- vii. Proposed labor schedules and staffing charts of the resident management and staff to accommodate consistent convention center attendances that may to increase by 3-5 percent per annum over the term of this contract. Proposer should also outline in detail by position, duties, salary level, and responsibilities the experience, qualifications, and strengths of its proposed management team. Proposer should also outline in detail its staffing plan for all areas of the Facilities.
- viii. A proposer must submit an organizational chart of the proposed operation to include a detailed manual of operational and training procedures for its food and beverage program.
- ix. A proposer should provide in great detail and submit with the proposal a thorough evaluation of proposed sales potentials including its work papers evidencing evaluation of primary and secondary market needs and definitions, as well as its professional marketing and promotional programs for the term of the agreement. This program will be aimed at generating maximum food and beverage business for the future Facilities. The Authority retains all rights and privileges to separately contract or self-operate merchandise and other novelty services.
- x. Proposer should also outline in great detail the following programs:
  - 1. Alcohol awareness i.e. "TIPS," "TEAMS" training programs, systems, and philosophies.
  - 2. Branded-name product usage – products, themes, system, and formats proposed for this project. It is the intent of the Authority to utilize high-demand branded products in its best financial and marketing interests and as such may request that certain local and/or regional food/beverage brands be included in the final operating mix of facilities.
  - 3. Provide a detailed sample questionnaire for use by the facilities and their guests in evaluating services. Discuss how a continuing program of this nature will be instituted and the overall program goals/objectives obtained.
  - 4. The Authority may require such other written information as deemed necessary to ascertain the qualifications of the proposer.
- xi. Proposer should also outline in detail in its proposal:
  - 1. Services that proposer will provide
  - 2. Its maintenance and sanitation programs intended for the facility.
  - 3. Any other operational or financial incentives the proposer wishes to have considered.
- xii. Proposer should outline its experience in and proposals for menu flexibility and responsiveness to Authority's client needs.

#### **4.02 References**

#### **4.03 Price and/or Financial Terms of the Proposal**

#### **4.04 Demonstrated Commitment to Affirmative Action**

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

- the respondent's success in implementing an affirmative action plan;
- the respondent's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Ct State Agencies, inclusive;
- the respondent's promise to develop and implement a successful affirmative action plan;
- the respondent's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and the respondent's promise to set aside a portion of the contract for legitimate minority business enterprises (see Exhibit G - Contract Compliance Package).

### **5.0 AWARD OF CONTRACT**

#### **5.01 Acceptance or Rejection of Proposals**

Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the closing date of the proposal receipt deadline date.

#### **5.02 Interviews and Negotiation of Contract Agreement**

As promptly as possible after the receipt and review of proposals, the Authority will notify proposers and assign a time for selected "short-listed" proposers to appear before the Authority's Selection Committee to present their proposals. Once a preferred proposer has been chosen, the said proposer shall then be required to negotiate the final terms and conditions of a Contract Agreement and provide all required documentation at the time of contract execution.

#### **5.03 Contract Award**

- a. In the event that the successful proposer does not execute the Contract Agreement as herein required, the award of the Contract Agreement may then be made to another proposer or the Authority may decide to call for new proposals.
- b. *Immediately* after the notice of award, the Contractor(s) and its/their Foodservice Manager(s) shall begin planning in conjunction with the Authority's staff to ensure fulfillment of all obligations. The Contractor(s) will be expected to provide professional coordination services upon execution of the Contract Agreement, the expenses of which will be borne by the Contractor(s). The Contractor(s) will be expected to attend meetings as required by the Authority or its designee to assist in the preparation for opening.

**EXHIBIT A**  
**STATE OF CONNECTICUT, OFFICE OF POLICY & MANAGEMENT**  
**AND THE CAPITAL CITY ECONOMIC DEVELOPMENT AUTHORITY**  
**(Request for Proposals for Management and Operational Services)**

**Submittal Sheet**

This completed sheet must accompany all submissions. As noted in the RFP, interested firms have the option of submitting proposals for one or more of the services listed in Volume I and/or Volume II. Respondents must indicate which services they would like to be considered for by completing the respective checklist(s) below and including such information in their submission. Should a respondent wish to provide one or more services listed below, their proposal should contain a separate packet containing each item listed for those particular services. Proposals for multiple services should clearly identify any additional savings and/or additional revenues to the State (i.e., reduction in fees or expenses, shared staff and resources, purchasing partnerships, economies of scale) which would result if they were selected for such multiple services. The additional savings/revenue should be discussed within the Additional Data section of the respective submissions.

**VOLUME I**

| <b>Conv. Center Building Management</b>  | <b>Stadium Building Management</b>  | <b>Stadium Booking</b>  | <b>Stadium Marketing &amp; Sponsorship</b>  |
|--|---|---|---|
| <input type="checkbox"/> Cover Letter<br><input type="checkbox"/> Table of Content<br><input type="checkbox"/> Respondent Information<br><input type="checkbox"/> Organization Profile<br><input type="checkbox"/> Conflict of Interest Statement<br><input type="checkbox"/> State Affidavits<br><input type="checkbox"/> Management Plan<br><input type="checkbox"/> Operational Services<br><input type="checkbox"/> CTCC Management Fee/Term<br><input type="checkbox"/> Additional Data | <input type="checkbox"/> Cover Letter<br><input type="checkbox"/> Table of Content<br><input type="checkbox"/> Respondent Information<br><input type="checkbox"/> Organization Profile<br><input type="checkbox"/> Conflict of Interest Statement<br><input type="checkbox"/> State Affidavits<br><input type="checkbox"/> Management Plan<br><input type="checkbox"/> Operational Services<br><input type="checkbox"/> Stadium Compensation Proposal<br><input type="checkbox"/> Form(s) (Exhibit H)<br><input type="checkbox"/> Additional Data | <input type="checkbox"/> Cover Letter<br><input type="checkbox"/> Table of Content<br><input type="checkbox"/> Respondent Information<br><input type="checkbox"/> Organization Profile<br><input type="checkbox"/> Conflict of Interest Statement<br><input type="checkbox"/> State Affidavits<br><input type="checkbox"/> Management Plan<br><input type="checkbox"/> Operational Services<br><input type="checkbox"/> Stadium Compensation Proposal<br><input type="checkbox"/> Form(s) (Exhibit H)<br><input type="checkbox"/> Additional Data | <input type="checkbox"/> Cover Letter<br><input type="checkbox"/> Table of Content<br><input type="checkbox"/> Respondent Information<br><input type="checkbox"/> Organization Profile<br><input type="checkbox"/> Conflict of Interest Statement<br><input type="checkbox"/> State Affidavits<br><input type="checkbox"/> Management Plan<br><input type="checkbox"/> Operational Services<br><input type="checkbox"/> Stadium Compensation Proposal<br><input type="checkbox"/> Form(s) (Exhibit H)<br><input type="checkbox"/> Additional Data |

**VOLUME I**

| <b>Convention Center Sales and Marketing</b>   | <b>Convention Center Catering &amp; Concession Services</b>  |
|--|--|
| <input type="checkbox"/> Cover Letter<br><input type="checkbox"/> Table of Content<br><input type="checkbox"/> Respondent Information<br><input type="checkbox"/> Organization Profile<br><input type="checkbox"/> Conflict of Interest Statement<br><input type="checkbox"/> State Affidavits<br><input type="checkbox"/> Management Plan<br><input type="checkbox"/> Operational Services<br><input type="checkbox"/> CTCC Management Fee/Term<br><input type="checkbox"/> Additional Data | <input type="checkbox"/> Cover Letter<br><input type="checkbox"/> Table of Content<br><input type="checkbox"/> Respondent Information<br><input type="checkbox"/> Conflict of Interest Statement<br><input type="checkbox"/> State Affidavits<br><input type="checkbox"/> Organization Profile (Exhibit H)<br><input type="checkbox"/> Management Plan (Exhibit I)<br><input type="checkbox"/> Operational Services (Exhibit I)<br><input type="checkbox"/> Management Fee/Term (Exhibit J)<br><input type="checkbox"/> Remaining Schedules and Appendices<br><input type="checkbox"/> Additional Data |

**VOLUME II**

**EXHIBIT B**

**RESPONDENT INFORMATION**

[PLEASE PROVIDE THE FOLLOWING]

- OPM Vendor Profile Form Sheet (OPM-A-15, June 2008)
- Agency Vendor Form (SP-26NB, May 2009)
- Taxpayer Identification Number and Certification Form (W-9)

**OPM VENDOR/BIDDER PROFILE SHEET(Form OPM-A-15, Jun-08)**

|   |                                |
|---|--------------------------------|
| Complete Vendor/Bidder Name   | Federal Employer Id Number/SSN |
| Vendor/Bidder Address   |                                |
| Contact Person's Name   | Telephone Number(s)            |
| <p><b>AFFIRMATION OF VENDOR/BIDDER</b></p> <p>The undersigned Vendor/Bidder affirms and declares:</p> <p>1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP.<br/> <input type="checkbox"/> YES      <input type="checkbox"/> NO      <input type="checkbox"/> No RFP</p> <p>2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP.<br/> <input type="checkbox"/> YES      <input type="checkbox"/> NO      <input type="checkbox"/> No RFP</p> <p>3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.<br/> <input type="checkbox"/> YES      <input type="checkbox"/> NO</p> <p>4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.<br/> <input type="checkbox"/> YES      <input type="checkbox"/> NO</p> <p><b>ACKNOWLEDGEMENT OF VENDOR/BIDDER</b></p> <p>With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:</p> <p>Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.<br/> <input type="checkbox"/> YES      <input type="checkbox"/> NO</p> |                                |
| Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually  | Date                           |
| Type or Print Name of Authorized Signator   | Title of Signator              |

|   |
|---|
| <b>IF VENDOR/BIDDER IS A CORPORATION</b>  |
| What is the authority of signator to bind the Vendor/Bidder contractually?<br><input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Corporate By Laws <input type="checkbox"/> Other <b>(Please provide a written copy.)</b> |

|   |
|---|
| Is your business income reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|

|  |
|--|
| Are you a DAS certified minority owned business? <input type="checkbox"/> Yes <input type="checkbox"/> No    If YES, check all that apply.<br><input type="checkbox"/> Women Owned <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian<br><input type="checkbox"/> Disabled <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Asian <input type="checkbox"/> Other |
|--|

| Subject of RFP | Submission Due | Division | Date Issued |
|----------------|----------------|----------|-------------|
|                |                |          |             |



## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

|  |   |
|--|---|
| Name (as shown on your income tax return)  |   |
| Business name, if different from above   |   |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |   |
| Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
| City, state, and ZIP code  |   |
| List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

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

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

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

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

### Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

### Privacy Act Notice

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

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

EXHIBIT C



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date

Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

## EXHIBIT D

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

### SEEC FORM 10

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

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

#### Campaign Contribution and Solicitation Ban

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

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

#### Duty to Inform

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

#### Penalties for Violations

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

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

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

#### Contract Consequences

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

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

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

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

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

## EXHIBIT E



### STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

#### INSTRUCTIONS:

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

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

#### GIFT CERTIFICATION:

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

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

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

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

#### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



**STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

| <b>For State Agency Use Only</b>        |                              |
|---|------------------------------|
| _____<br>Awarding State Agency          | _____<br>Planning Start Date |
| _____<br>Contract Number or Description |                              |

**EXHIBIT F – Form C**



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

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
\_\_\_\_\_  
Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

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

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

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

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

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

\_\_\_\_\_  
**Commission Expiration Date**

**EXHIBIT F – Form D**



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

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

**INSTRUCTIONS:**

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

**CERTIFICATION OF RESOLUTION:**

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

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

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of \_\_\_\_\_,  
Name of Entity

in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_, and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes  
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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

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

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

**EXHIBIT G**

State of Connecticut

**OFFICE OF POLICY AND MANAGEMENT**

**CONTRACT COMPLIANCE PACKAGE**

## CONTENTS

### **I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS**

#### **II. BIDDER'S PACKET**

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

### **III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT**

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

I.

**CONTRACTOR/GRANTEE  
CONTRACT COMPLIANCE REQUIREMENTS**

**OFFICE OF POLICY AND MANAGEMENT**

## CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

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

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

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

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

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

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

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

*Thank you for your cooperation.*

**II.**

**BIDDER'S PACKET**

**OFFICE OF POLICY AND MANAGEMENT**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS**

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

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

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

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

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

## **ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Vendor Name

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS**

(Revised 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:

- (f) the bidder's success in implementing an affirmative action plan;
- (g) 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;
- (h) the bidder's promise to develop and implement a successful affirmative action plan;
- (i) **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**
- (j) 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 **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's  good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding 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) (Page 2)

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

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

|   |   |
|---|---|
| <p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> | <p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in</p> |
|---|---|

|   |   |
|---|---|
| Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race. | 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<br>Street Address<br>City & State<br>Chief Executive | Bidder Federal Employer<br>Identification Number _____<br>Or<br>Social Security Number _____  |
| Major Business Activity<br>(brief description)                    | Bidder Identification<br>(response optional/definitions on page 1)<br><br>-Bidder is a small contractor. Yes__ No__<br>-Bidder is a minority business enterprise Yes__ No__<br>(If yes, check ownership category)<br>Black__ Hispanic__ Asian American__ American Indian/Alaskan<br>Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__<br>Female__ |
| Bidder Parent Company<br>(If any)                                 | - Bidder is certified as above by State of CT Yes__ No__  |
| Other Locations in Ct.<br>(If any)                                | - DAS Certification Number _____  |

**PART II - Bidder Nondiscrimination Policies and Procedures**

|   |  |
|---|--|
| 1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?<br>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.?<br>Yes__ No__   |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?<br>Yes__ No__  | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?<br>Yes__ No__  |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?<br>Yes__ No__  | 9. Does your company have a mandatory retirement age for all employees?<br>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) hour of sexual harassment training to all of your supervisors?<br>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__<br>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__<br>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__ | 12. Does your company have a written affirmative action Plan? Yes__ No__<br>If no, please explain.<br><br>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__<br>If yes, give name and phone number.<br>_____<br>_____ |

(Page 4)

**Part III - Bidder Subcontracting Practices**

|  |
|--|
| 1. Will the work of this contract include subcontractors or suppliers? Yes__ No__<br><br>1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) |
|--|

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

**PART IV - Bidder Employment Information**

Date:

| JOB CATEGORY *  | OVERALL TOTALS | WHITE<br>(not of Hispanic origin) |        | BLACK<br>(not of Hispanic origin) |        | HISPANIC |        | ASIAN or PACIFIC ISLANDER |        | AMERICAN INDIAN or ALASKAN NATIVE |        |
|---|----------------|-----------------------------------|--------|-----------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|
|   |                | Male                              | Female | Male                              | Female | Male     | Female | Male                      | Female | male                              | female |
| Management  |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| Business & Financial Ops  |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| Marketing & Sales   |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| Legal Occupations   |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| Computer Specialists  |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| Architecture/Engineering  |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| Office & Admin Support  |                |                                   |        |                                   |        |          |        |                           |        |                                   |        |
| 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**

(Page 5)

|  |     |    |                                    |   |  |  |  |
|--|-----|----|------------------------------------|---|--|--|--|
| 1. Which of the following recruitment sources are used by you?<br>(Check yes or no, and report percent used) |     |    |                                    | 2. Check (X) any of the below listed requirements that you use as a hiring qualification<br><br>(X) |  | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |  |
| SOURCE   | YES | NO | % of applicants provided by source |   |  |  |  |

|                                  |  |  |  |  |                                   |
|----------------------------------|--|--|--|--|-----------------------------------|
| State Employment Service         |  |  |  |  | Work Experience                   |
| Private Employment Agencies      |  |  |  |  | Ability to Speak or Write English |
| Schools and Colleges             |  |  |  |  | Written Tests                     |
| Newspaper Advertisement          |  |  |  |  | High School Diploma               |
| Walk Ins                         |  |  |  |  | College Degree                    |
| Present Employees                |  |  |  |  | Union Membership                  |
| Labor Organizations              |  |  |  |  | Personal Recommendation           |
| Minority/Community Organizations |  |  |  |  | Height or Weight                  |
| Others (please identify)         |  |  |  |  | Car Ownership                     |
|                                  |  |  |  |  | Arrest Record                     |
|                                  |  |  |  |  | Wage Garnishments                 |

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

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

**III.**

**PERTINENT STATUTES  
AND REGULATIONS**

**OF THE**

**STATE OF CONNECTICUT**

**CONNECTICUT GENERAL STATUTES**

**A. Current through Gen. St., Rev. to 1-1-09\*\***

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

|                  |   |
|------------------|---|
| <u>§ 46a-68c</u> | Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation. |
|------------------|---|

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

and

**REGULATIONS OF CONNECTICUT STATE AGENCIES**

**TITLE 46A. HUMAN RIGHTS**

**A COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE**

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

For an electronic version of these regulations go to:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr=#46078>

**\*\* There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.**



**EXHIBIT H**

**THE CONNECTICUT CONVENTION CENTER**

**FOOD AND BEVERAGE OPERATIONS PROPOSAL GUARANTEE**

**FORM**

We \_\_\_\_\_ having examined the Specification and Contract Agreement Terms and Contract Agreement Term and Conditions do hereby offer and agree to furnish the Foodservice Operation as hereinafter described in the Specifications hereunto enumerated in Schedules A through F inclusive at the fees stated therein.

\_\_\_\_\_ has received, reviewed, and agrees to Addenda \_\_\_\_\_ if successful, \_\_\_\_\_ agrees to sign THE ATTACHED Food/Beverage Operations Agreement in its present form.

Submitted by: \_\_\_\_\_  
(Company Name)

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

Signature: \_\_\_\_\_  
(Authorized Agent or Officer)

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

SECRETARY'S CERTIFICATE

(Applicable to all Corporations)

I, \_\_\_\_\_ being the secretary  
of \_\_\_\_\_, hereby certify that the proposal,  
submitted hereby, has been authorized by the Board of Directors of said corporation, and  
that the above signatures are those of the duly authorized agents and/or officers of same  
\_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

**EXHIBIT I**

**AGREEMENT FOR THE FOOD AND BEVERAGE OPERATIONS CONTRACT**

**AT THE CONNECTICUT CONVENTION CENTER**

**HARTFORD, CONNECTICUT**

**BUSINESS QUESTIONNAIRE**

Proposer(s) must present evidence that they are fully competent and have the necessary facilities, experience, and financial resources to fulfill the conditions of the Food/Beverage Contract Agreement. To provide the Authority with information on these points, proposers must submit, as part of their proposals, information stipulated in this questionnaire. In addition, certain minimum financial and experience requirements are set forth herein which must be met in order for a proposal to be considered. Proposers unable to satisfy the minimum requirements shall be disqualified.

Failure to submit this Business Questionnaire with all questions completely answered may disqualify the proposer, in accordance with conditions stipulated in the "Instructions to Proposers." The information in the Business Questionnaire will be held confidential.

MINIMUM FINANCIAL AND EXPERIENCE REQUIREMENTS:

The proposer submitting this proposal warrants that said proposer has the following qualifications:

1. That the principal firm, partnership, or corporation or its parent company making application has been in continuous existence for a period of the past three (3) years or more.
2. That the principal proposer or its parent company has, for at least the past three (3) consecutive years, operated a catering and/or food/beverage concession, as a major concessionaire or caterer, or both, in one or more major public assembly buildings or such as arenas, convention centers, and performing arts centers with gross sales of Four Million Dollars (\$4,000,000.00) or more per year per location.
3. That the principal proposer or its parent company can satisfy all requirements as noted under *Applicant Qualifications* in the Instructions to Proposers Section of this package. Additional information (over and above that noted in this Qualification Form) should be attached with this form as addendum information.

INFORMATION TO BE FURNISHED WITH PROPOSAL:

PLEASE PRINT OR TYPE IN BLANK SPACES

1. Date Submitted \_\_\_\_\_

Submitted by: \_\_\_\_\_

2. Proposer is: (a) \_\_\_\_\_

(Full Name)

If proposer is an individual, fill in Paragraph (a) only. \_\_\_\_\_

(Street, City, and Zip)

and is sole Manager of, and doing business as:

\_\_\_\_\_

OR (b) a commercial partnership composed of the following partners:

If proposer is an partnership, fill in Paragraph (b) only. \_\_\_\_\_

(Give Names and Addresses of all Proposers)

doing business as: \_\_\_\_\_

(Trade Name)

domiciled at: \_\_\_\_\_

(Street, City, and Zip)

In the state of: \_\_\_\_\_

and which Contract Agreement will be signed by:

\_\_\_\_\_  
(Name of Partner)

A member of the co-partnership.

Additionally, please submit a copy of the partnership agreement and a partnership certification evidencing the existences of the partnership and the authority and incumbency of the person signing on behalf of the partnership.

OR (c) a corporation organized under the laws of the state of

\_\_\_\_\_ domiciled

If bidder is a corporation, fill in Paragraph (c) only.

at: \_\_\_\_\_

\_\_\_\_\_  
(Street, City, and Zip)

and authorized to do business in the State of Connecticut and which Contract Agreement will be signed by:

\_\_\_\_\_  
(Name of Officer)

Officer who signs Contract Agreement for successful bidder must furnish Notary with an extract of minutes of corporation's Board of Directors showing his authority to act for the corporation

Additionally, the corporation should submit an officer's certificate containing a copy of the current minutes of the corporation

authorizing the corporation and the individual officer to act and stating the incumbency of the acting office.

4. The following named surety company authorized to do and doing business in the State of Connecticut will execute the bonds for surety, and grant payment guarantee for the proposer:

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(Name and Address of Bonding Agency)

The following named bank domiciled in the State of Connecticut will furnish irrevocable letters of credit in lieu of specific bonds for the requirements as noted above.

5. Number of years of experience of the proposer making this proposal in the operation of the required concessions:

---

| <u>TYPE OF OPERATIONS</u>               | <u>YEARS OF EXPERIENCE</u> |
|---|----------------------------|
| Fixed and Mobile Concessions/Facilities | _____                      |
| Special Function/Bar Services           | _____                      |
| Meeting/Specialty Dining Facilities     | _____                      |
| Catering and Banquet Facilities         | _____                      |

6. Give the names and locations of places with prioritization of similar projects, at which your organization has operated above-mentioned facilities, together with the dates of operation (attach additional pages as necessary):

| <u>Type of Operation</u> | <u>Name</u> | <u>Location</u> | <u>Dates</u> |
|--------------------------|-------------|-----------------|--------------|
|                          |             |                 |              |
|                          |             |                 |              |
|                          |             |                 |              |
|                          |             |                 |              |
|                          |             |                 |              |

7. State approximately the largest gross receipts your organization has realized from the operation of the aforesaid facilities at any one place over one (1) year of operations:

| <u>(Location)</u> | <u>(Year)</u> |
|-------------------|---------------|
|                   |               |

8. List below the names and addresses of your clients for the operations listed in Item 5 above:

| <u>Operation</u> | <u>Client</u> | <u>Address</u> |
|------------------|---------------|----------------|
|                  |               |                |

9. Have any contracts for the operation of arenas, convention centers, performing arts centers, restaurants/cafeterias, cocktail lounges, auditoriums, etc., held by your organization been canceled?

Yes ( ) No ( ) If yes, explain in detail the specifics of these circumstances on separate attached pages.

10. Bank References:

Bank:

Address:

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11. Annual financial statements for each proposer (and each joint venture partner) for the most recent fiscal year period, certified by an independent certified public accountant, must be furnished. Please complete the following balance sheet, which need not be audited. The date thereof shall not be more than twelve (12) months prior to the date of this questionnaire. You own format may be substituted on a separate sheet, if you wish to do so.
  
12. Provide on separate attached pages *all* capitalized cost that will be expensed for this project in detail by description, amortization method, and term or life of the amortization.



LIABILITIES

|    |                                  |          |
|----|----------------------------------|----------|
| a) | Notes Payable – Current Portion  | \$ _____ |
| b) | Accounts Payable                 | \$ _____ |
| c) | Real Estate Encumbrances         | \$ _____ |
| d) | Judgments                        | \$ _____ |
| e) | Other Liabilities:               | \$ _____ |
|    |                                  | \$ _____ |
|    |                                  | \$ _____ |
|    |                                  | \$ _____ |
|    |                                  | \$ _____ |
|    |                                  | \$ _____ |
| f) | Surplus Reserves Capital Surplus | \$ _____ |
| g) | Capital Stock Paid Up            | \$ _____ |
| h) | Surplus (Net Worth)              | \$ _____ |
|    | Total Liabilities                | \$ _____ |

Proposer: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

**EXHIBIT J**  
**PROPOSAL FORM**

Proposal of: \_\_\_\_\_

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

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

To:           The Capital City Economic Development Authority (the Authority)

The undersigned hereby offers to enter into the Food/Beverage Contract Agreement for the Connecticut Convention Center, Hartford, Connecticut for the specific areas serviced with food and beverage services as enumerated herein, under the terms and conditions set forth in said Contract Agreement, in this Proposal Form and in the attached Instructions to Proposers, for a term of five (5) years commencing on July 1, 2009, through June 30, 2014, with agreement to provide services for management fees as proposed below and defined herein in accordance with the Food and Beverage Contract Agreement and this Proposal Form, for each contract year, the fee amounts noted on the proposal chart attached. The base management fee will be for \$ \_\_\_\_\_ /year or an average management fee of \_\_\_\_\_% of gross sales, whichever is less, payable by the Authority to the Contractor, monthly in arrears. In addition an incentive management fee will be available to the Contractor whose total compensation shall not exceed \$ \_\_\_\_\_ /year or \_\_\_\_\_% of net operating profit, whichever is less, defined as follows:

1. Attainment of minimum blended fixed and mobile thematic concession per caps of \$5.25 in Year One, escalated by 4.5% per year over each of the annual contract periods.
2. An annual average product cost over all facilities not to exceed 28.5% - based on total revenues (less taxes) divided by the actual product costs as defined above.
3. An annual average payroll cost over all facilities including benefits and associated payroll taxes not to exceed 25.0% for mobile and fixed concession operations and 32.0 % for all banquet/catering/services associated with this contract. This will include all payroll costs both variable and fixed including benefits and associated payroll taxes for payroll directly related to serviced events. These costs include staff and on-site full-time management. To arrive at this percentage, total revenues (less taxes) will be divided by the payroll costs.
4. If one of these incentives is met, Concessionaire will receive twenty (20) percent of the annual Incentive Management Fee, if two incentives are met the Concessionaire will receive forty-five (45) percent of the fee, and if all three incentives are met Concessionaire will receive one hundred (100) percent of the Incentive Management Fee.

The Incentive Management Fee shall be paid annually by the Authority in arrears, shall be invoiced at the end of each agreement year after audit and shall be paid

within thirty (30) days of audit reconciliation; however, efforts shall be made to complete the annual audit within ninety (90) days of the end of the agreement year.

5. Incentive fees are payable annually as noted above *only* if a net operating annual profit is realized. In the case of a net annual operating loss, Concessionaire shall be liable for full payment of same in the same manner and procedure as the Incentive Fee would be payable by the Authority to the Concessionaire.

Additionally, the Authority will require the following:

1. Contractor to provide the Connecticut Convention Center and Authority employees food and beverage services at Actual Cost (food plus labor) at designated on-site facilities.
2. Proposals shall include agreement to provide a Capital Reserve Fund equal to 3.5 percent of Annual Gross Sales to fund repair, maintenance, and replacement of food/ beverage service equipment, smallwares, computerized point-of-sale systems, and other leasehold improvements directly associated with the food/beverage service program. Such funds shall be placed in an interest bearing account owned by the Authority to be used only under written direction and approval of the Authority. Any funds unused during any year shall be carried forward with interest until the end of the agreement at which time all unused funds shall immediately become the property of the Authority.

3. Buyout Provision – the successful Contractor will be required to buyout the existing Contractor's equipment should any exist, at the present net book value of \$\_\_\_\_\_.

The terms and conditions of this proposal are agreed upon on this \_\_\_\_\_ day of the year  
20\_\_.

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

WITNESS (SIGNATURE)

TYPED NAME - TITLE

(CORPORATE SEAL)

## OWNER SUPPLIED EQUIPMENT LIST

Smallwares adequate to provide service, in special function dining areas at the facilities as well as other equipment to service the Facilities' food/beverage system etc. as specified and purchased by the Owner. These shall include the following:

1. Adequate supply of china, including but not limited to: plates, bowls, cups, saucers, water pitchers, and related items. Unless otherwise directed by the Authority, the china will not have the logo of the Facilities imprinted thereon.
2. Beverage glassware
3. Adequate supply of trays.
4. Supply of stainless steel and/or silver-plated dining utensils, including but not limited to: knives, forks, spoons, and soup spoons.
5. Ample supplies of back-of-house service wares, including but not limited to: kitchen utensils, equipment cleaning aids, and related items.
6. Buffet and catering equipment i.e.: chafing dishes, mobile carts, service wares, and related items.

7. Salt and pepper shakers.
8. Specialty mobile foodservice equipment/carts.
9. Table and service linens.
10. Electronic, computerized point-of-sale cash/inventor control system with all tie-in equipment necessary to operate fully with Authority's computer systems.

**EXHIBIT K**

**MENU DETAILS – FOOD AND BEVERAGE FUNCTIONS AND FACILITIES**

Proposers should present detailed menu and pricing information for all food and beverage products and services proposed to be offered at the Facilities. These should be comparative to other similar, world-class venues in the United States. Please include location or locations where items will be sold. Provide a listing in column form with location, menu item, selling price, portion size, and product cost information for the following:

1. Fixed Concessions and Mobile Thematic Food/Beverage Operations

The numerous potential locations of these facilities will in all of the contracted facilities, require a very high quality service to be maintained at all times. Please detail your plans in the format noted below keeping in mind the requirement that *popular* food, wine, beer, and other desired alcoholic beverage selections should be provided.

| <b>Area</b> | <b>Selling Price</b> | <b>Portion Size</b> | <b>Product Cost</b> |
|-------------|----------------------|---------------------|---------------------|
|             |                      |                     |                     |
|             |                      |                     |                     |
|             |                      |                     |                     |
|             |                      |                     |                     |

2. Hospitality Rooms and Bars – provide upscale menus for luncheon, dinner, and special service functions.

3. Catered Menus for Special Party Functions

Refer to requirement section in No. 2 above.

4. Cocktail Reception Menu

Proposers are requested to quote price for 100 pieces, 100 persons, or specific amount, as noted – refer to requirement section in No. 2 above.

5. Liquor Functions

Proposers to quote prices per person and per name-brand bottle based upon inclusion of mixes, liquor, domestic and imported beer and wine plus bartender charge, with the following criteria:

- a. Length of party
- b. Bar only
- c. With assorted hot/cold hors d'oeuvres
- d. Well, call, and premium brands

## PRICING INFORMATION

1. Prices for catered and special functions food and/or beverage services including but not limited to VIP, lounge, or any other special functions are to be quoted “banquet style” to include all costs of menu preparation, warewashing, and supervision.
  
2. All menu pricing should reflect:
  - a. Northeastern United States food, beverage, labor, and other operational costs
  - b. The Contractor’s purchasing power and volume discounting potentials as stated in the applicable section of the Sample Food and Beverage Operations Contract Agreement attached
  - c. Estimate your potential revenues, operations costs, and profit margins for Year 1 through 5. Provide this detailed Pro Forma estimate on separate sheets of paper and include as proposal attachments for evaluation. This Profit and Loss Statement must be detailed in every regard and must follow the strict standards generally used in accounting practice (GAAP standards).

**EXHIBIT L**

**ADDITIONAL INFORMATION**

Proposer to provide details of other compensation or operational arrangements for which it would like to be considered.

**EXHIBIT M**

**COMMENTS ON FOOD/BEVERAGE**

**CONTRACT AGREEMENT**

The Authority will be pleased to consider any suggestions Proposer feels might result in greater volumes of sales, more efficient operations, higher level of quality, service, and profitability over the long term to both parties. Please outline your suggestions.

**PLEASE NOTE THAT THIS SAMPLE FOOD/BEVERAGE AGREEMENT IS MEANT TO BE A GUIDELINE. DURING THE COURSE OF NEGOTIATIONS, THE AUTHORITY RESERVES THE RIGHT TO MAKE ADDITIONS, DELETIONS AND MODIFICATIONS TO THE SAMPLE AGREEMENT.**

**SAMPLE FOOD/BEVERAGE OPERATIONS CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT** made in triplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the Capitol City Economic Development Authority, (the Authority) and \_\_\_\_\_ (Contractor).

**WHEREAS**, the Authority desires to contract for food/beverage operations services for the Connecticut Convention Center Facilities (the Facilities), in Hartford, Connecticut and \_\_\_\_\_.

**WHEREAS**, Contractor is desirous of providing such food/beverage services in accordance with the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the mutual covenants and contracts hereinafter contained, the parties hereto agree as follows:

**SECTION I – DEFINITIONS; BONDS; TERM; TERMINATION; AGREEMENTS**

Definitions and Request for Proposal

The definitions in the accompanying Request for Proposal, the Request for Proposal itself, and all accompanying Contractor proposal responses shall be incorporated herein by reference.

## **Proposal**

The Proposal submitted by Contractor to obtain the award of this Food/Beverage Services Contract Agreement and all obligations of Contractor as the successful Proposer, as well as all conditions of the award of Contract Agreement, are hereby recognized and affirmed by Contractor and are made part of this Contract Agreement as if written herein *in extensor*. A copy of said Proposal documents with Contractor's Proposal are annexed hereto and made a part hereof.

## **Bonds**

3.1 The Contractor shall deliver to the Authority, at the Authority's address referenced herein hereof, within five (5) days after the Contractor's execution of this Contract, as a performance guarantee, SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000). Said performance guarantee constitutes additional consideration for the Authority's execution of this Contract and shall be fully earned by the Authority as of the commencement date of this Contract and may be commingled with other Authority funds and invested to generate additional earnings for the Authority's benefit as the Authority desires. The Authority may (but shall not be required to) use, apply, or retain all or any part of this performance guarantee for the payment of any commission or additional commission or any sum alleged to be or actually in default or for the payment of any amount that the Authority may expend by reason of any alleged or actual default by the Contractor.

## **4 No Guarantees**

4.1 Neither party has promised or guaranteed to the other any level of attendance, sales, revenues, or payments hereunder, except as expressly set forth herein.

## **5 Personal Services Contract Agreement**

5.1 Contractor shall take notice that this is a personal services Contract Agreement granting rights to use facilities and equipment and to provide services as set out herein. As such no sale of lease rights are hereby granted to Contractor.

**6 Singular, Plural, Masculine, and Feminine**

6.1 Wherever the singular and masculine is used in the Contract Agreement, it shall be construed as if the plural or feminine or neuter, as the case may be, had been used where the nature of the party of parties hereto so requires and the rest of any sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

**7 Headings**

7.1 All section and paragraph headings are for quick reference and convenience only and do not alter, amend, explain, or otherwise affect the terms and conditions appearing in this Contract Agreement.

**8 Term**

8.1 This Food/Beverage Services Operations Contract Agreement shall be in effect for five (5) years, cancellable after the third year (from July 1, 2010 to June 30, 2015). The option exists for the Authority to terminate this contract without penalty or cause, at the end of the third year of the contract term.

8.2 For purposes of planning, Contractor shall be available to begin work on the project immediately upon written notification of selection and to be substantially complete and ready for operation by July 1, 2010.

**9 Right of Termination – For Cause**

9.1 Should Contractor at any time violate any conditions of this Contract Agreement or fail to comply with any of its obligations and should such violation or failure persist for ten (10) days after written notice thereof is given by the Authority (unless, with respect to those violations or failures which cannot be reasonably corrected or remedied within such ten (10) day period, Contractor must commence to correct or remedy same within such ten (10) day period and thereafter proceed with all due diligence to correct or remedy same); or should Contractor fail to pay to the Authority charges imposed hereunder when due and such failure to pay should persist for ten (10) days after written notice thereof or upon the filing by or against Contractor of a bankruptcy,

receivership, respite reorganization, or arrangement petition (if involuntary, the same not having been dismissed after 60 days from the date of filing), the amount stipulated herein to be paid as to the guaranteed minimum of each year remaining of the unexpired term of this Contract Agreement (or prorate portion of such yearly minimum amount) shall, whether or not the Authority exercises its right to terminate this Contract Agreement, at once become due and payable, and in any such event, the Authority shall have the option to cancel this Contract Agreement and enter into an Agreement with another party, on such terms and conditions as are agreed between the Authority and such other party and for such remuneration as may be obtainable, in the sole discretion of the Authority. The Contractor shall remain responsible for all damages or losses suffered by the Authority as a result of any default by the Contractor hereunder notwithstanding the termination of this Contract Agreement, Contractor hereby assenting thereto and expressly waiving legal notice to vacate said premises. Failure of the Authority to strictly and promptly enforce these conditions shall not operate as a waiver of the Authority's rights, the Authority expressly reserves the right always to enforce payment of charges due hereunder or to cancel this Contract Agreement, regardless of any indulgence previously granted. Notwithstanding anything seemingly to the contrary contained in this Contract Agreement, the Authority reserves and shall have all rights and remedies provided under this Contract Agreement, at law or in equity.

9.2 If the Contractor should ever cease operations or abandon the premises during the term of the Contract Agreement, in addition to any other remedies under this Contract Agreement or under the law, the Authority may at its option and without serving the notice otherwise required in this Section, take immediate possession of the premises and, in its discretion, terminate this Contract Agreement and enter into a food/beverage service Contract Agreement with another party.

9.2.1 Default & Breach by Contractor: The following acts and omissions shall constitute a default and material breach of this Contract by the Contractor:

- 9.2.1.1 The failure to comply with all of the requirements regarding insurance; or
- 9.2.1.2 The violation of any law, Charter provision, ordinance, rule, regulation, governmental Authority's order or directive; or
- 9.2.1.3 The abandonment or vacating of the Premises; or
- 9.2.1.4 The repeated failure to perform or the violation of any single condition or covenant of this Lease on two or more occasions in any twelve (12) month period; or
- 9.2.1.5 The assignment of the Contractor's interest in this Contract without the prior written consent of the Authority; of the use of any sublease without the prior written consent of the Authority; or the filing of a voluntary or involuntary petition in bankruptcy; or for reorganization or an arrangement; or the adjudication of the Contractor as being bankrupt or insolvent; or the appointment of a receiver of or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days; or
- 9.2.1.6 The failure to perform or the violation of any other condition or covenant of this Contract where such default or deficiency in performance was not remedied within a reasonable time.

9.2.2 Authority's Notice of Default & Breach: The Authority shall provide written notice to the Contractor in the event the Contractor commits any act or omission specifying the nature of the act or omission, the reasonable number of days (but not more than sixty [60] days) after the date of the notice within which such failure must be corrected or the violation must be ceased or remedied to avoid termination, and the Authority's intention to terminate this Contract in the event such act or omission has not been corrected within such stated period. The notice shall also describe special procedures (if any) provided by law, Charter,

ordinance, rule, or regulation permitting the Contractor to have a hearing on such failure or violation.

9.2.3 Remedies: In the event the Contractor fails to correct, remedy, or cease such failure or violation within the time specified in the notice, the Authority may thereafter terminate this Contract without any further proceedings, re-enter the Premises, lease and license others to use said Premises during any portion of the period of use remaining under this Contract had it not been terminated, and assume license fees therefore; provided, that notwithstanding such termination and re-entry, the Contractor's liability for services rendered until the date of actual cessation of services.

9.2.4 Criteria for Substitute Tenant: The Authority's obligation to mitigate damages after a default by the Contractor under this Contract that results in the Authority's regaining possession of all or part of the Premises shall be satisfied in full if the Authority undertakes to lease the Premises to another tenant (a substitute Tenant) in accordance with the following criteria:

9.2.4.1 The Authority shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until the Authority obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to re-let the Premises free of any claim of the Contractor.

9.2.4.2 The Authority shall not be obligated to offer the Premises to any prospective tenant when other Premises in the Facilities suitable for that prospective tenant's use are currently available or will be available within the next three months.

9.2.5 Default by Authority: The Authority shall not be in default of any obligation to perform under this Contract unless the Authority fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the Contractor to

the Authority specifying the particular obligation that the Authority has failed to perform; provided, however, that if the nature of the Authority's obligation is such that more than thirty (30) days are required for performance, then the Authority shall not be in default if the Authority commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

9.3 Upon termination, Contractor may be required by the Authority to remove any and all improvements, fixtures, facilities and structures, constructed or placed on the premises by the Contractor, title to which has not vested in the Facilities, whether permanently affixed to the premises or not, and to restore the premises and leave them in as good condition as at the commencement of this Contract Agreement, complete with all equipment, furnishings, and fixtures which are inventoried at the commencement of this Contract Agreement. The Contractor shall remove all trash, stocks and material, supplies, tools, etc., belonging to the Contractor's agents. Costs of such removals and restoration shall be borne by the Contractor.

9.3.1 Surrender & Delivery: Upon the expiration or termination date of this Contract, whichever is earlier, the Contractor shall surrender the Premises and promptly deliver to the Authority all keys the Contractor, and any of its officers, agents, and employees have to the Premises or any other part of the specified Facilities herein.

9.3.2 Removal of Contractor's Property: Prior to the expiration date of this Contract, or in the event this Contract is terminated, within fifteen (15) days after the termination date, whichever is earlier, the Contractor shall remove, at its sole expense, all trade equipment and personal property owned or installed by the Contractor in, on, or from the Premises, as well as those improvements, alterations, and additions to the Premises that are specified in the Authority's notice. In performing such removal work, the Contractor shall take due care to not unreasonably injure or damage the Premises, and shall make such repairs to the Premises as shall be necessary to restore the same to their condition as of the

commencement date of this Contract, ordinary wear and tear and improvements, additions, and alterations, approved by the Authority, excepted.

9.3.3 Removal of Contractor's Property: In the event the Contractor fails to remove personal property and the improvements, alterations, and additions specified in the Authority's notice on or by the time specified in such notice, the Authority may, but shall not be required to remove such material from the Premises and store the same, all at the Contractor's expense; and in the event the Authority removes or arranges for the storage of such material, the Authority shall be reimbursed its costs therefore, including any administrative costs, which reimbursement shall constitute a claim upon the Contractor or, at the Authority's option, may be invoiced to the Contractor or deducted from the Performance Guarantee.

9.3.4 Hold-Over Use & Occupancy of Premises: In the event the Contractor, with the Authority's consent, holds over after the date the Term expires or is terminated, whichever is earlier, the resulting use and occupancy shall be on a monthly basis, during which time the Contractor shall be bound by all of the provisions of this Contract. If, however, the Contractor holds over, without Authority's consent, after the expiration or termination date of this Contract, whichever is earlier, whether by failing to remove its personal property or any addition, alteration, or improvement specified by the Authority, or otherwise, the Contractor shall pay to the Authority, liquidated damages to be determined by the Authority.

9.3.5 No Claim for Removal: In no event shall the Contractor make any claim or demand upon the Authority nor shall the Authority be liable for any inconvenience, annoyance, disturbance, or loss of business or any other damage suffered by the Contractor arising out of removal operations.

9.3.6 Inspection Upon Surrender of Premises: Immediately following the vacating of the Premises and the surrender of the same to the Authority, a representative of the Contractor shall inspect the Premises

with a representative of the Authority to determine the condition of the Premises. The results of such an inspection shall be summarized by the Authority in a Premises inspection report, a copy of which shall be provided to the Contractor.

10 Removal of Subcontractor

10.1 The Authority reserves the right to remove any subcontractor from the premises whose background, performance, and/or general methodologies are deemed by the Authority's Designee not in the best interests of the overall Facilities' interests.

11 Operations Contract Agreement Conditions

11.1 Law to Apply

This Contract Agreement is entered into in Hartford, Connecticut and shall be governed, interpreted, and enforced in accordance with the laws of the State of Connecticut. The parties agree that the exclusive venue for any claims or actions arising under or in relation to this Contract Agreement and the rights, responsibilities, and duties of the parties hereunder shall be in, Hartford, Connecticut.

11.2 The Contractor shall strictly comply with all local, state, and federal laws, ordinances and regulations applicable to and governing this operation, and shall procure all necessary licenses and permits, which are to be displayed in an appropriate location of the food and beverage service areas at the Connecticut Convention Center, as designated by the Authority.

11.2.1 General Requirements: The Contractor, at no cost to the Authority, shall perform and comply with all applicable, current and future laws of the United States and the State of Connecticut; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. The Contractor shall use its best efforts to ensure that every person it admits to the Premises similarly performs and complies with the same. Whenever the Contractor or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person admitted to

the Premises, the Contractor shall immediately desist from and/or prevent or correct such violation.

11.2.2 Licenses & Other Authorizations: The Contractor shall secure and maintain in full force and effect during the term of this Contract, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

11.2.3 Taxes: The Contractor shall notify the Owner before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment and improvements on the Premises; and taxes on the Contractor's interest in this Contract and any leasehold interest deemed to have been created thereby; and in the event the State of Connecticut makes any demand upon the Authority for payment of leasehold excise taxes resulting from the Contractor's occupancy of the Premises or withholds funds due to the Authority to enforce collections of leasehold excise taxes and where Contractor has failed to notify Authority of such requirement, then the Contractor shall be liable for such taxes demanded together with any interest and penalties associated therewith or, at no expense to the Authority, shall not contest such collection action and shall indemnify the Authority for all sums expended by, or withheld by the State of Connecticut from the Authority in connection with such taxation.

11.2.4 Nondiscrimination, Affirmative Action, and WMBE Utilization – General: The Contractor shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Connecticut, and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

11.2.4.1 Nondiscrimination: Contractor shall not create barriers to open and fair opportunities for WMBEs to participate in all Authority contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and

services. In considering offers from and doing business with contractors and suppliers, Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, or the presence of any mental or physical disability in an otherwise qualified disabled person.

11.2.4.2 Record-Keeping: Contractor shall maintain, for at least twelve (12) months after the expiration or earlier termination of this Contract, relevant records and information necessary to document Contractor's utilization of WMBEs and other businesses as contractors and suppliers under this Contract and in its overall public and private business activities. Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to Contractor by all businesses seeking to participate as contractors or suppliers under this Contract. The Authority shall have the right to inspect and copy such records.

11.2.4.3 Affirmative Efforts to Utilize WMBEs: The Authority encourages the utilization of minority-owned businesses (MBEs) and women-owned businesses (WBEs) collectively, WMBEs, in all Authority contracts.

11.2.5 Recycling of Waste Materials: The Contractor shall collect, sort, and separate into such categories as may be legally required, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by the Authority, which receptacles shall be dumped or removed from the Connecticut Convention Center Facilities, at such minimum frequency as is specified by the Authority. The Authority reserves the right to refuse to collect or accept from the Contractor any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require the Contractor to arrange for the collection of the same at the Contractor's sole cost and expense using a contractor satisfactory to the

Authority. The Contractor shall pay all costs, fines, penalties, and damages that may be imposed on Authority or the Contractor as a consequence of the Contractor's failure to comply with the provisions of this subsection.

11.2.6 11.2.6 Environmental Standards:

11.2.6.1 Definitions: For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

11.2.6.1.1 "Laws or Regulation" shall mean any environmentally related local, state, or federal law, regulation, ordinance, or order (including without limitation any final order of any court of competent jurisdiction of which the Contractor has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Re-authorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

11.2.6.1.2 "Hazardous Substances" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination, or cleanup.

11.2.6.2 Restrictions on Contractor Activities: The Contractor shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance

with all applicable Laws and Regulations. The Contractor shall provide the Authority with the Contractor's USEPA Waste Generator Number (if any), and with a copy of every Material Safety Data Sheet (MSDS), Generator Annual Dangerous Waste Report, environmentally related regulatory permit or approval (including every revision or renewal thereof) and any correspondence the Contractor receives from, or provides to, any governmental unit or agency in connection with the Contractor's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises. Also notwithstanding anything to the contrary contained in this Food/Beverage Services Contract Agreement, during the term hereof, Contractor shall commit no act or acts which shall entirely or in part, cause the Authority to be in breach of any contract to which the Association is a party.

11.2.6.3 Correction of Violations: If the Contractor violates any of the terms of this section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, the Contractor shall promptly take such action as is necessary to mitigate and correct the violation. If the Contractor does not act in a prudent and prompt manner, the Authority reserves the right, but not the obligation, to act in place of the Contractor (for which purpose the Contractor hereby appoints the Authority as its agent), to come onto the Premises and to take such action as the Authority deems necessary to ensure compliance or to mitigate the violation. If the Authority's Designee (Designee) has a reasonable belief that the Contractor is in violation of any law or regulation, or that any action or inaction of the Contractor presents a threat of violation or a threat of damages to the Premises, the Authority reserves the right to enter onto the Premises and take such corrective or mitigating action as the Designee deems necessary. All costs and expenses incurred by the Authority in connection with any such action shall become immediately due and payable by the Contractor upon presentation of an invoice therefore.

11.2.6.4 Testing: The Contractor shall provide the Authority with access to the Premises to conduct an annual environmental inspection in January of each year of the term hereof or at such other time(s) as may be mutually agreed upon. In addition, the Contractor shall permit the Authority access to the Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at the Authority's expense. The Contractor shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining the Designee's written consent, which shall not be unreasonably withheld. The Contractor shall promptly inform the Designee of the existence of any environmental study, evaluation, investigation, or results of any environmental testing conducted on the Premises whenever the same becomes known to the Contractor, and the Contractor shall provide a written copy of the same to the Designee within thirty (30) days after the preparation of any such material.

11.2.6.5 Removal of Hazardous Substances Prior to Vacation of Premises: Removal of Hazardous Substances Prior to Vacation of Premises, in addition to all other requirements under this Contract, the Contractor shall remove any Hazardous Substances placed on the Premises during the term of this Contract or the Contractor's possession of the Premises, and shall demonstrate such removal to the Designee's reasonable satisfaction.

11.2.6.6 Reimbursement of Authority Costs: In addition to any remedy provided above, the Authority shall be entitled to full reimbursement from the Contractor whenever the Authority incurs any cost resulting from the Contractor's violation of any of the terms of this Subsection, including but not limited to, the cost of clean-up or any other remedial activity, fines, penalties assessed directly against the Authority, injuries to third persons or other property, and loss of revenue resulting from an inability to re-lease or market the Premises due to its environmental condition as the result of the Contractor's violation of the terms of this Contract (even if

such loss of revenue occurs after the expiration or earlier termination of this Contract).

11.2.6.7 Indemnification: In addition to all other indemnities provided in this Contract, and notwithstanding the expiration or earlier termination of this Contract, the Contractor agrees to and shall defend, indemnify, and hold the Authority free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation, cleanup or other remedial costs (and including attorneys' fees, costs, and all other reasonable litigation expense when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance on the Premises resulting from a violation of the terms of this section or the migration of any Hazardous Substance from the Premises to other property or into the surrounding environment that is the result of a violation of the terms of this section, whether (a) made, commenced, or incurred during the term of this Contract, or (b) made, commenced, or incurred after the expiration or termination of this Contract if arising out of an event occurring during the term of this Contract.

11.3 The Contractor agrees that all financial settlements, reports, and billings rendered to the Authority under this Contract Agreement shall properly reflect the facts of all activities and transactions handled for Authority and may be relied upon as being complete and accurate in any further recording or reporting made by the Facilities for any purpose.

11.4 The Contractor shall notify the Authority in writing within seventy-two (72) hours upon discovery of any failure to comply with Subsections .1 through .3 of this paragraph.

11.5 Notice – Until written notice of change of address is given by either party to the other by registered letter properly addressed, any notice with reference to the subject matter of this Contract Agreement shall be deemed to have been sufficiently given when, if given to the Authority. All notices required by this

Agreement shall be in writing. Unless otherwise specifically provided herein, all notices and other material to be delivered hereunder shall be delivered or mailed to the following Authority representative:

Executive Director  
The Connecticut Convention Center  
100 Columbus Boulevard, Suite 500  
Hartford, Connecticut 06103-2819

And when, if given to the Contractor, it shall be addressed to:

Or such other respective addresses as either party may from time to time designate in writing and in any case sent by prepaid registered mail. Any notice given as aforesaid shall be deemed to have been received by the party to whom it is addressed on the third business day following the day upon which it is mailed.

11.6 Subordination – This Contract Agreement and everything herein contained shall be subordinate to any ground and underlying lease or leases and to any charge or charges (including deeds of trusts, mortgages, bonds, and all instruments supplemental thereto) and all renewals, modification, consolidations, replacements, and extensions thereof created by the Authority in respect to the Connecticut Convention Center, and the Contractor hereby covenants and agrees that it will at any time and from time to time as required by the Authority during the term hereof and any extension or renewal, give all such further assurances relative to this proviso as may be reasonably required to evidence and effectuate this subordination of its rights and privileges hereunder to the holder or holders of any such ground and underlying lease or leases and charge or charges (including deeds and trust).

11.7 Successors and Assigns – The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns. This Contract Agreement and any of the rights and

obligations of the Contractor hereunder may not be assigned by the Contractor without the prior written consent of the Authority.

11.7.1 Designee's Prior Written Consent Required for Assignment &

Subleases: No purported assignment, sublease, or other transfer of the Premises or any portion thereof or of any aspect of the Contractor's interest in this Contract shall be effective without the prior written consent of the Designee whose consent shall not be unreasonably withheld. Every proposed sublease, assignment, or other interest-transferring agreement shall be submitted to the Designee for review and approval or disapproval after execution by the proposed subtenant, assignee, or transferee, and not less than fourteen (14) calendar days prior to the commencement date of the proposed subcontractor's, assignee's, or transferee's intended use of any portion of the Premises under such agreement or the assumption of any right or interest in any portion of the Premises or this Contract. No assignment or sublease of this Contract, with or without the Designee's consent, shall release or relieve the Contractor of or from any of the obligations on the Contractor's part to be kept and performed under this Contract, and the Contractor shall remain jointly and severally liable for the performance of all obligations of the Contractor hereunder regardless of any (i) agreement that modifies any of the rights or obligations of the parties to this Contract; (ii) stipulation that extends the time within which an obligation under this Contract is to be performed; (iii) waiver of the performance of any obligation under this Contract; or (iv) failure to enforce any obligation under this Contract. Every assignment and sublease shall be subject to all the terms and provisions of this Contract.

11.7.2 Contract Interests Not Transferable by Action of Law or Court:

Neither this Contract, nor any right, privilege, or other interest conferred by this Contract shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors; nor shall this Contract or any rights, privilege, or interest be transferable by operation of law or proceeding of any court.

11.7.3 Change of Contractor's Organizational Structure or Ownership

Constitutes Assignment: If the Contractor is a partnership, limited or general, a withdrawal of a general partner, or change, voluntary or involuntary, by operation of law or otherwise, of a general partner thereof, shall be deemed an assignment. If the Contractor is a corporation, the merger, consolidation, or liquidation of the Contractor or any change in the ownership of or power to vote thirty-three and one-third percent (33 1/3%) or more of its capital stock, as held as of the date of execution of this Contract, shall be deemed an assignment.

11.7.4 Contractor's Authorization to Use Premises Constitutes

Assignment or Sublease: In the event the Contractor in any manner permits anyone to occupy all or any portion of the Premises for any purpose including but not limited to the conduct of any business or other activity, whether or not business-related, not within the intent of this Contract or any sublease, such permission shall be deemed an assignment or sublease, as deemed appropriate by the Designee. Every sublease shall require the subcontractor to submit to the Designee and the Contractor not more than ten (10) days after the end of each month during the term of its sublease and the month after the expiration or earlier termination of such sublease, a written statement identifying the amount of net receipts and a full profit/loss explanation generated by such subcontractor on and from the portion of the Premises used and occupied by such subcontractor during the immediately preceding month. In the event of any assignment of this Contract, the Contractor shall cause to be delivered to the Designee simultaneously with such assignment, an instrument, in writing, executed by the assignee, in which the assignee shall assume and agree to perform all of the terms and provisions of this Contract on the Contractor's part to be kept and performed that theretofore have not been fully performed.

11.8 Amendment – No amendment or modification of the Contract Agreement shall be valid or binding on the parties unless made in writing and signed on

behalf of each of such parties by their respective representatives hereunto duly authorized.

- 11.8.1 Extent of Authority Service: The Authority shall provide basic utility service including but not limited to gas, electric, sewer, water, garbage, recycling, and heating for the facilities.
- 11.8.2 Limitation on Authority Liability Regarding Utility Service: The Authority shall not be liable for the interruption of any utility service when such interruption is caused by maintenance work, or when the interruption is not due to Authority negligence.
- 11.8.3 Special Services and Facilities Subject to Prior Authority Approval and at Contractor's Cost: The Contractor, directly or through a third party, may install, secure, maintain and repair, at no expense to the Authority, any utility service related to the Contractor's operations and its use of the Premises that is not provided or maintained by the Authority. Any special utility or waste disposal facility, item of equipment, or service beyond that provided to the Premises by the Authority, must be installed only in accordance with plans and specifications approved by the Designee and other appropriate Authority officials, in writing, in advance of such installation. The Contractor shall not install on the Premises any fixture, furnishing, or trade equipment that exceeds the capacity of any utility or waste facility for such location. The Contractor shall pay, before delinquency, all fees and charges for the installation, change, and relocation of any point or means of service by any utility or waste line or system. The Contractor shall make arrangements with the utility service provider for the separate metering, where possible, of such service and the direct billing to the Contractor for the delivery of such service.
- 11.8.4 Cooperative Parking: As of the commencement date of this Contract, the Connecticut Convention Center Facilities, have very limited close-in parking. Accordingly, unless otherwise specifically provided herein, the Authority does not provide any parking that is specifically for or associated with the Premises (including but not limited to that required

by or for the Contractor's staff, suppliers, or customers), and whatever general, non-reserved parking the Authority makes available for Center tenants and their respective staffs, suppliers, and customers shall be shared on a first-come, first-served basis.

- 11.9 The Authority will furnish to the Contractor where applicable for the period of the Contract Agreement office and storage spaces, concession areas, certain buffet and /or banquet seating areas, kitchens, food/beverage areas, pantry spaces, fixed bar/lounge areas, and foodservice equipment.
- 11.10 The Authority will also furnish spaces for office, money counting, and record keeping purposes of the Contractor for the Contract Agreement period. Use of these office spaces for purposes other than operation of this Contract Agreement, without prior written approval of the Designee shall result in grounds for termination of the Contract Agreement.
- 11.11 Location of any and all mobile concession stands and auxiliary storage spaces required by the Contractor shall be approved by the Authority's Designee. The Contractor shall acquire no rights to such locations once assigned, and the Authority reserves the right to require the Contractor to move mobile stands and equipment and to relocate items from any auxiliary storage spaces when needs of other events require the use of them.
- 11.12 The Authority shall provide gas, electricity, garbage, recycling, and water services for use by the Contractor.
- 11.13 Anything herein to the contrary notwithstanding, the Authority shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state, or local government action, breakdown, or failure of apparatus, equipment, or machinery employed in supplying said services, and temporary stoppage for repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.
- 11.14 The Contractor shall furnish at its own expense all common and skilled labor for the setting up and dismantling or moving of all food and beverage facilities including related furniture and related equipment in such locations as may be agreed upon between the Contractor and the Authority.

11.15 The Contractor and its employees shall be entitled to enter upon and remain in the premises with access at designated areas for work purposes only during event or functions at the Facilities; and for a reasonable time prior to and subsequent to events; and non-event days for administrative or non-event functions; and only for the purpose of exercising the rights and privileges mentioned herein. This paragraph shall not exclude the Contractor reasonable access to office areas for the conduct of normal business activities associated with this Contract Agreement. The Authority's Designee may require the Contractor, either directly or by subcontract, to provide vending machines. Vending machines shall not be used, except with the prior written approval by the Authority. The Contractor shall submit his Proposals concerning items to be sold, suggested prices, type and style of machines and recommended locations in writing, for the consideration and approval by the Authority.

11.16 The Contractor agrees that nothing in this Contract Agreement shall be construed to prohibit a tenant of the Connecticut Convention Center from exhibiting any merchandise or article in connection with the exhibit or other type of event, or from dispensing free samples of merchandise. Such sampling is subject to approval by the Authority but normally will be restricted to the following:

- Food – 2 oz. Portion
- Beverage – 4 oz. Cup

At certain special shows that occur annually, Contractor shall offer menu items generic to the show type in consultation with the show manager and Authority's Designee.

11.17 The Contractor shall have the food/beverage services open and in operation a reasonable time before, during, and after all events or operating days as may be requested or approved by the Authority's Designee. These services may be in operation when there are no events, upon approval by the Authority's Designee. The staffing levels and operation times of food service at each location must be approved by the Authority's Designee.

- 11.18 When catering, and/or other special i.e., mobile “special emphasis” food service areas are in operation, food served must be cooked and prepared by the chef on the premises with the exception of baked goods and standard canned and packaged items. Deviation from this requirement must be approved in advance in writing by the Authority’s Designee.
- 11.19 The public’s right shall not be infringed upon by any activity of the Contractor or any of its employees. The activities of the Contractor shall be such as to render service to the public in a dignified manner and no pressure, coercion, or persuasion shall be used by the Contractor in an attempt to influence the public to use the services or product of the Contractor. All concession sales shall be conducted and operated under the supervision of the Contractor, but shall in no way interfere with the orderly operation of any event. The Contractor shall conduct all sales at such times and at locations, for such purpose as designated by the Authority’s Designee. The Contractor will not circulate throughout the premises for the sale of any merchandise, except with the permission of the Authority’s Designee. Neither the Contractor nor his employees shall distribute campaign or political literature or any commercial solicitation literature of any kind at any time in or on the premises of the Connecticut Convention Center.
- 11.20 The Authority reserves the right to direct the Contractor to partially or completely suspend service during those events with which the contractor’s operation may be incompatible in the opinion of the Authority’s Designee, such suspension to be judged prudent and responsible.
- 11.21 The Authority shall not be responsible for any goods, merchandise, or equipment owned or leased by the Contractor and used, maintained or stored at the Facilities, nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism, theft, and or other causes.
- 11.22 Nothing herein contained shall be held to limit or qualify the right of the Authority to free and unobstructed use, occupation, and control of the Facilities and ingress and egress for itself, its tenants, and the public.

11.23 Representatives of the Authority shall have the right to enter upon and have access to all occupied areas of the Contractor during the time that events are in operation and at all times when Contractor's employees are present.

11.23.1 Access to Premises: The Contractor shall provide the Authority and its contractors and consultants, their subcontractors, sub-consultants, and agents with access to the Premises at all reasonable times to inspect the same and to make any inspection, repair, or improvement deemed necessary by the Designee, but this right of access shall not impose on the Authority any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein.

11.23.2 Permitted Interference With Contractor's Operations: In inspecting and in making repairs, alterations, additions, and improvements, the Authority may erect barricades and scaffolding in and outside of the Premises, and may otherwise interfere with the conduct of the Contractor's business and operations where such action is reasonably required by the nature of the Authority's work; and such interference shall not be deemed to be a breach or default under this Contract.

11.23.3 Suspension of Contractor's Operations and Obligation to Pay Monthly Fees: In the event such inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Contractor's business or operations in, on, or from the Premises, the Authority shall notify the Contractor of such necessity and the anticipated beginning and ending dates of such suspension. Payments from Authority pursuant to the requirements herein shall be prorated during each month in which the Contractor's business or operations are required by Authority to be suspended pursuant to this subsection, and the Authority shall have no obligation to pay such prorated fees during the period that the Contractor's business or operations are suspended; such cancellation of the obligation to pay the prorated payments shall constitute the totality of relief available, and the Contractor waives all claims for damages and for any injury to and

interference with its operations or business and losses occasioned by any such suspension.

11.23.4 Authority's Retention & Use of Key to Premises: The Authority shall have the option to key the premises with its core system and charge the Contractor the Authority's normal key fees. Otherwise, the Contractor shall provide the Designee with a key with which to unlock all of the doors in, upon, and about the Premises, excluding the Contractor's vaults, safes, and files, for each of the aforesaid purposes. The Authority shall have the right to use any and all means that the Designee deems proper to open said doors in an emergency, in order to obtain entry to the Premises, without liability to the Contractor except for any failure to exercise due care for the Contractor's property. Any entry to the Premises obtained by the Authority by any of said means, or otherwise, shall not be construed or deemed to be an eviction of the Contractor or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof.

11.24 The Authority shall have sole and exclusive rights to negotiate all sponsorships and pouring rights available for food and beverage services.

SECTION II – DESCRIPTION OF REQUIRED AND DAILY OPERATIONAL  
SERVICES BY CONTRACTOR

12 Control

12.1 The Authority shall, through its designee, be the final Authority with regard to all aspects of the control, management, and performance of the foodservice program herein provided for and all requests, procedures, approvals, or changes shall be submitted through the Authority. Liaison between the Authority and the Contractor will be through the Authority's Designee or his/her designee. This requirement shall not limit or otherwise affect the obligations and liabilities of the Contractor under this Contract Agreement.

13 Exclusive Rights

13.1 The Contractor shall have the exclusive right to operate foodservice areas, bars, fixed and mobile concession stands, banquet/catering areas, and vending operations selling food and beverages (alcoholic and non-alcoholic), except as herein otherwise provided. Failure to provide any food/beverage service as required under the terms of this Contract Agreement will be considered a breach of contract and the Contractor will be considered in default of the Contract Agreement. Failure to provide any food/beverage service as required under the terms of this Contract Agreement will be considered a breach of contract and the Contractor will be considered in default of the Contract Agreement.

14 Use of Premises By Others

14.1 Contractor shall not permit the private use of any part of the premises without, in each case, the prior written approval of the Authority's Designee.

14.2 The Designee shall give the Contractor advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. Every effort will be made by the Designee to notify the Contractor of cancellation of previously scheduled events to which due notice has been given the Authority, but no liability shall evolve upon the

Authority for failure to deliver notice of cancellation. The Contractor on the other hand shall be held accountable for furnishing full and adequate service, as determined by the Authority, for the full period of time required for any event of which the Contractor has had notice. Further, nothing contained herein shall be interpreted to limit the Contractor in taking the initiative to obtain event information from the Facilities in a timely manner.

14.3 All parties to this Contract Agreement understand and agree that the Contractor is an independent Contractor and not an agent, servant, employee, joint venturer or partner of the Authority, and nothing contained in this Contract Agreement or in the performances of the obligations of the parties hereunder shall be deemed to constitute or create the relationship between Contractor and the Authority or agent, servant, employee, joint venturer or partner.

14.4 Should the Contractor utilize foodservice facilities for off-site food functions, the Contractor must obtain written approval of the Designee at least two working days before the function. All such services are to be considered part of gross sales and expenses and as such, are fee approved operations.

15 Hours of Operation

15.1 Contractor's food/beverage sales hours of operation shall be determined by mutual agreement of the Contractor and the Authority's Designee, subject to certain restrictions as provided in the "Restrictions on Sales" section herein.

15.2 All concession sales shall be conducted and operated in such manner as not to interfere with the orderly operation of events held within the Facilities. Sales shall be conducted only from and at locations approved by the Authority's Designee.

16 Foodservice Provision

16.1 The Contractor shall organize, put into service, and manage efficiently all food, beverage facilities noted on Architectural drawings dated and hereby incorporated as an element of this Contract Agreement or as described in the RFP and/or Contract Agreement Documents.

17 Types of Service

17.1 In addition to the normal concessions, and catering functions the Contractor will provide in the Facilities, the Contractor will be required to provide specialized services normally associated with recreational facility activities. These specialized services may include, but are not limited to, the following:

- 17.1.1 Mobile and fixed thematic concession facilities service.
- 17.1.2 Main Kitchen storage/preparation.
- 17.1.3 Special meeting and buffet/banquet/catering services.
- 17.1.4 Water, tablecloth, and table skirting service.
- 17.1.5 Non-exclusive catering services.

18 Procurement Policy

18.1 The Contractor shall purchase food, beverages, and operation supplies, such as uniforms, laundry service, paper goods, and detergents needed for the foodservices and related operating supports to be supplied hereunder from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Contractor shall avail itself of all lawful trade, cash, quantity discounts, and rebates and all such discounts and rebates both local and national shall inure to the benefit of the foodservice operations herein. The Contractor shall adhere to the Minimum Purchase Specification Requirements of the Authority provided in Schedule 4 of this document. All such purchases shall be in the Contractor's name and payment shall be made directly to the supplier.

18.2 The Contractor will hold the Authority harmless from actions by suppliers and will permit no liens whatsoever to be placed against the property of the Authority as a result of the failure of the Contractor, his agents, Contractors, and/or sub-contractors to make all payments required of them in this connection.

18.3 The Authority reserves the right to sell advertising and sponsorship packages at the Facilities. The Authority maintains the final right of approval of Contractor supplies however all approved suppliers must provide competitive

produce quality, service, and prices. The Contractor retains no advertising rights or approvals within this Contract Agreement.

19 Coat Checking

19.1 The Contractor must be prepared to furnish coat checking with attendants at any event when so request by the Authority's Designee. The Contractor at his own expense will provide all clothing racks, hangers, and related equipment over and above that currently on hand, essential to the performance of the service. The Authority's Designee will designate areas to be used for checking. The Contractor will work in close coordination with the Authority's Designee in determining approximate checking needs and related equipment subject to the approval of the Authority. The Authority will not be responsible for lost clothing and valuables.

19.2 The Contractor shall be required to post price signs at all checking areas as well as directional signs when needed to direct patrons to the checking areas.

19.3 In the operation of the coat checking, Contract must use consecutively numbered three-part strip tickets and submit to the Authority a printer's manifest for such tickets printed in order that the circulation of compensation, due the Authority, may be based upon the difference between the printer's manifest and the used tickets (separate report).

19.4 This service may be sub-contracted with approval of the Authority under the terms of this Contract Agreement. Such approval not to be unreasonably withheld.

19.5 The Contractor shall plan and prepare imaginative menus in the Facilities in consultation and coordination with the Authority's Designee and in accordance with its specifications. Quantities, portions, prices of banquet/meeting and concession snack items for all food and beverages shall be subject to approval by the Authority according to its requirements. Only foods and beverages which are wholesome and of the best quality, in the opinion of the Authority, shall be purchased (and served). Any changes to the menu or pricing are subject to approval by the Authority.

- 19.6 The Contractor shall first submit for the Authority's approval and shall keep posted in places conspicuous to users of the Facilities, a full list of all items, with their prices offered for consumption on a given day.
- 19.7 The Contractor, shall prepare approved, printed catering and other menus utilizing the Facilities' logos and used exclusively for the Facilities, in sufficient quantities to insure clean, neat menus are available at all times to guests. All menus shall include the courses available, prices, date of distribution, and location. All menus shall be subject to the approval of the Authority prior to distribution and shall be used by the Authority and the Contractor's marketing department for sales purposes.
- 19.8 Should the Contractor or its representative directly contract with a tenant for a meal function, buffet and/or cocktail party, or for providing any services in the Facilities, Contractor shall forward within two (2) business days one (1) copy of the completed Agreement for Services to the Authority's Designee. Such Contract Agreement shall list the various dishes to be served, the approximate number of people involved, the services to be provided, the prices of the various services, the total charges to be collected for the function by the Contractor, and the Authority's commission expected from this transaction.

20 Food Handling

- 20.1 Contractor shall adhere to all HACCP rules, regulations, and operating requirements.
- 20.2 The Contractor shall inspect all merchandise upon delivery for quality and quantity compliance with the original order and shall store all food and beverage merchandise in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. The Contractor shall cover all refreshments and food exhibited for sale in showcases or other suitable containers. The Contractor shall wrap all pre-packaged sandwiches, cakes, and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.
- 20.3 The Contractor agrees to operate the foodservice facilities and perform all work in connection therewith in a professional and resourceful manner,

complying with all public health regulations including a Grade “A” sanitation rating to the satisfaction of all authorized local Health Department officers and the Authority.

21 Food Quality

21.1 The Contractor shall sell only foods that comply with all applicable federal, state, and local laws, acts, orders, or regulations including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts, and regulations:

- The Food and Drug Act.
- Applicable Meat Inspection Regulations.
- The Humane Slaughter of Animals and Humane Slaughter Regulations.
- The Official Methods of Analysis and Association of Official Analytical Chemists.
- The Federal Department of Agriculture – Products Regulations.
- The Fish Inspection Act and Regulations.
- Meat and Canned Foods Act.
- Fresh and Processed Fruit and Vegetable Regulations.
- The U.S. Grain Act and Grain Regulations

## 22 Items To Be Sold

22.1 The Contractor shall sell those products, commodities, and articles normally found in operations of this type, subject to the approval of the Authority, which approval may be granted or denied, in Authority's sole discretion. The Authority may require the Contractor to sell items which, in the Authority's sole discretion, are necessary for the Operation of the foodservice facilities and may limit, prohibit, or require discontinuance of the sale of any products, commodities, or articles.

22.1.1 As a matter of general policy, prices shall not be higher than those charged at comparable arenas, stadiums, theaters, bars, snack facilities, hotels, convention centers, restaurants, etc., for the same quality merchandise and services within the Northeastern Region of the United States of America. Prices must be posted in displays on all stands and vendor equipment. Within thirty (30) days after execution of the Contract Agreement, the Contractor shall submit a Proposal for price signs to be provided by the Contractor for the written approval of the Authority's Designee. The Authority's Designee shall be the sole and final judge of prices, sign quality, size of letters, and propriety of any advertising proposed.

22.1.2 The Contractor shall submit a detailed price schedule based on current market conditions for all items it proposes to sell showing size, weight, quantity, and prices of items. This includes items sold in the bars, concession stands, in lounge areas, mobile "special emphasis" food services areas, in vending machines, etc., meeting rooms, for all catered services, etc. All prices finally adopted will require approval of the Authority's Designee.

22.1.3 The Authority's Designee and the Contractor shall, on a quarterly basis, or as deemed necessary by the Authority or the Contractor, review the general price structure of all commodities sold and may, in writing

increase or decrease the maximum price or size of any article or articles offered for sale.

22.1.4 If the Contractor desires to offer for sale any article not included in the approved price schedule, menu, or alcoholic beverage list, then the Contractor may be allowed to do so after first obtaining written approval of the Authority's Designee to sell such articles. If the Contractor desires to substitute an article listed in the approved price schedule, prior written approval must be obtained from the Authority's Designee as to the quality, size, weight, quantity, brand, and price of such substitute article.

22.1.5 The Contractor will not sell any products of inferior quality. All items to be sold require the approval of the Authority's Designee. This requirement shall not require the Contractor to rely exclusively on one seller or manufacturer's item(s), but several manufacturers or sellers may be used or the Contractor's original source may be changed in the interest of quality, competition, and public appeal, as required by the Authority's Designee.

22.1.6 All merchandise kept for sale shall be subject to inspection and approval or rejection by the Authority's Designee during the term of the Contract Agreement. The Contractor shall immediately remove from the Facilities all rejected merchandise and it shall not be returned for sale. Notwithstanding the above, Contractor shall have sole and final responsibility to comply with the Contract Agreement, perform all of its obligations under the Contract Agreement, and to comply with all governmental codes, regulations, and laws.

22.1.7 The Contractor shall purchase, sell, and feature locally (Connecticut) produced products, as long as said wholesale prices are competitive with similar products available on the open market.

23 Sale of Alcoholic Beverages

23.1 The Contractor shall not sell or allow the sale or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor, or spirits in any part of the food and beverage service facilities, at any event, unless the Contractor is licensed by the State of Connecticut and its local Liquor Control/Licensing Boards and the sales or consumption of such beverages is approved by the Authority.

23.2 The types of functions at which wine, beer, or other alcoholic beverages are sold shall be subject to policies and procedures established by the Authority. If any license with the prior approval of the Authority's Designee, requires that its patrons be allowed to bring alcoholic beverages upon the premises, then the Contractor shall have the exclusive right to sell ice, cups, and beverages, commonly referred to as set-ups, and to levy corkage charge during such functions at a price approved by the Authority.

23.3 The Contractor must, at his own expense, provide all licenses and permits required for the legal sale of alcoholic beverages.

23.4 Contractor must provide at its expense an Alcohol Awareness Training Program for its staff, for all alcohol service and monitoring staff, i.e. TIPS, TEAMS, etc. at least once a year and provide a complete record of training to the Authority's Designee. Contractor must provide the same training for new employees at the employees' orientation.

24 Deliveries: The Contractor shall monitor the movement of products in and out of all foodservice areas to avoid all conflicts with other Facilities functions. The Contractor shall cover or otherwise protect all food, beverages, and food handling equipment being moved through public areas.

25 Take-Out Sales

25.1 The Contractor understands that take-out sales are strictly prohibited.

26 Restriction on Sales

26.1 Contractor understands and agrees that the Authority's contracts with tenants for particular functions may stipulate reasonable restrictions on the sale of food, beverages, and concession items, where necessary, to protect the goods on display or where necessary because of the nature of the function. For example, without limiting the generality of the foregoing; such items as certain specialty foods or the sale of alcoholic beverages (at specific performance/event times as determined by the Authority's Designee) may not be permitted.

26.2 Chewing gum, peanuts, sunflower seeds, and stickers may not be sold in the Facilities by Contractor or its subcontractors whether from vending machines or otherwise.

27 Sampling

27.1 Contractor understands and agrees that food or beverage may be germane to the function itself, and in such cases, the Authority's contract with the Contractor may permit it to dispense samples of foods and beverages, in quantities smaller than normally offered for sale by the Contractor.

27.2 The Authority's Designee reserves the right to examine and/or sample Contractor's products at any time for the purpose of assessing quality and portion controls.

28 Use of Operating Memoranda

28.1 The parties recognize that a close degree of cooperation will be required in order that management, operation, maintenance, and repair of the Facilities can be efficiently conducted. The parties further acknowledge that experience over time will demonstrate changes that will be required in the methods of management, operation, maintenance and repair, and that a certain degree of flexibility will be required. To preserve such flexibility, certain items have been covered in this Contract Agreement in general terms only with the understanding that details are to be set forth in "operation memoranda." Therefore, from time to time operating memoranda may be entered into by

Contractor and the Authority's Designee which shall be binding upon the parties.

29 Altering Facilities

29.1 The Contractor shall not alter, add to, or in any way vary the foodservice facilities or make any alterations or installation without having first obtained the consent in writing of the Authority's Designee provided that payment of all such alterations and/or additions be negotiated between the Authority's Designee and the Contractor and shall inure to the benefit of and become the absolute property of the Authority.

29.1.1 Acceptance of Premises: Contractor accepts the Premises in their condition as of the commencement date of the term hereof. The Authority disclaims all representations, statements, and warranties, expressed or implied, with respect to the condition of the Premises or the use and occupancy authorized other than those contained in this Contract.

29.1.2 Prior Approval of Plans & Specifications Required: The Contractor shall submit to the Authority, for approval, schematic designs, design development drawings, and final working drawings and specifications for the construction on the Premises of any additional improvements, additions, and alterations to convert the Premises to the condition desired by the Contractor for the operation of its business. All improvements, additions, and alterations shall be subject to the Authority's site standards and related review procedures. All such designs, drawings, and plans for work affecting, in any way, the structural, mechanical, or electrical systems of the buildings of which the Premises form a part or having a cost in excess of Two Thousand Dollars (\$2,000) shall be prepared by a licensed architect or engineer, who shall have affixed to the same his/her signature and seal. No change shall be made to any electrical wiring or plumbing in the Premises or any utility service to or from the Premises as of the commencement date of this Contract and at any time subsequent thereto, other than a change made by a properly-licensed electrician or plumber. No demolition, remodeling, or

construction work shall begin on any improvement, addition, or alteration on the Premises or to any utility service connection with the Premises or any portion thereof, or to any other Authority facility, until after the Designee has approved the same and all other required authorizations have been secured for such work. If any improvement, addition, or alteration to the Premises is begun, the portion of the Premises that is subjected to such change must be made accessible for disabled people as required by applicable law.

29.1.3 No Representation or Liability Created by Approval: The approval of any plans and specifications by the Authority shall not constitute an opinion or representation by the Authority as to their completeness; design sufficiency; compliance with any law, ordinance, rule or regulation; or their adequacy for other than the Facilities' own purposes. No such approval shall create or form the basis of any liability on the part of the Authority or any of its officers, employees, or agents for any injury or damage resulting from any inadequacy or error therein or any failure to comply with any applicable law, ordinance, rule, or regulation.

29.1.4 Changes in Authority Facilities, Utilities, or Services: In the event an improvement, addition, or alteration made or desired to be made by the Contractor requires or would require any change in any facility, utility, or service provided by the Authority, the Authority shall pay any costs incurred in making such change or otherwise in connection therewith as long as such work has been approved prior, in writing, by the Authority.

29.1.5 Work at Contractor's Expense:

29.1.5.1 All improvements, additions, and alterations made to the Premises to convert the same to the condition desired by Contractor for the operation of its business, shall be at the expense of the Contractor, and at no expense to the Authority unless otherwise specifically agreed upon in writing.

29.1.5.2 In the event any activity or omission of the Contractor results in damage to Authority property or any other Contractor's

Premises or property, and the Authority undertakes emergency repair or cleanup activity, the Contractor shall be liable for the full cost of such Authority work.

29.1.6 Improvements, Additions & Alterations and Fixtures Become Facilities Property: All improvements, additions, and alterations made to, and fixtures installed on, the Premises shall become the property of the Facilities upon the expiration or termination of this Agreement except for those items specified by the Designee by written notice to the Contractor. All improvements, additions, alterations, and fixtures not identified in such Designee's notice shall remain in, and be surrendered with the Premises as a part thereof without molestation, disturbance, or injury.

29.1.7 No Liens or Encumbrances: The Contractor shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the request of the Authority, the Contractor shall deliver to the Authority written proof of the payment of any item that could be the basis of such a lien, if not paid.

30 Emergency

30.1 The obligation of any party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot, invasion, fire, accident, strike or walkout, or by government interference, regulation, appropriation, or rationing or by inability to secure goods or materials or shipments or because of other conditions similar to those enumerated above, beyond the control of the party obligated to perform.

30.2 In the event that the Contractor is unable to provide the services or a portion of the services covered by this Contract Agreement, for any reasons specified in the preceding paragraph, the Authority is duly authorized to provide such service or portion thereof, in such manner as it may deem proper and to use therefore any of the food or supplies of the Contractor which are available provided that the Authority, as may be applicable, shall reimburse the Contractor for such food and supplies actually used at the actual cost thereof to the Contractor.

31 Unlawful Pursuits

31.1 The Contractor shall preserve the foodservice facilities in good order and prevent unlawful pursuits.

32 Advertising

32.1 The Contractor shall not advertise in any manner other than as approved by the Authority's Designee and the Contractor shall have no right to use the trademarks, symbols, or trade name or name of the Facilities, directly or indirectly, in connection with any production, promotion, service, or publication not located in the Facilities, without the prior written approval of the Authority's Designee.

33 Other

33.1 The use of table coverings other than cloth must be approved in advance by the Authority.

33.2 At the expiration or termination of this Contract Agreement, the Contractor shall assign all catering and special function contracts and deposits, for events scheduled to occur after the effective date of expiration or termination, to the succeeding Contractor.

33.3 The Contractor must conduct regularly scheduled training classes for all employees and management throughout the term of the Contract Agreement. This schedule and its content shall be approved by the Authority in writing. At a minimum such training will consist of Customer Service, Alcohol Awareness, Positional Skills Training including banquet service training, buffet set up, bartending, and serving techniques and food/wine service techniques. A detailed record of the training will be provided to the Authority's Designee.

### **SECTION III – PERSONNEL AND UNIFORMS**

#### 34 Personnel

34.1 The Contractor shall select, employ, train, furnish, and deploy employees who are proficient, productive, and courteous to patrons; and shall discipline, and if necessary, discharge any and all personnel working in this operation. The Contractor shall also provide adequately-trained relief personnel in the event of absences by primary staff. Whenever possible, Contractor shall hire its personnel from within the greater Hartford area.

34.2 The Contractor shall furnish all necessary qualified supervision for the performance of the food/beverage service and agrees to assign to these operations a highly-competent, full-time resident manager who shall have no duties other than direction of these operations. The Contractor shall secure the Authority's approval in advance of the manager for this assignment and, once assigned to this operation, such manager shall not be replaced without approval of the Authority. Contractor shall furnish a bond on behalf of its Designee to the Authority from a reputable insurance company in the amount of \$50,000 to ensure against improper management movement.

34.3 Should the Contractor's manager be changed in less than two (2) year's time from date of his/her work commencement (other than voluntarily leaving the employ of the company or the parent company), the Contractor will pay to the Authority a management penalty fee of \$50,000.00.

34.4 The Contractor's general or assistant managers shall be available at all food and beverage functions.

34.5 If at any time the Authority finds that the Contractor's manager or his/her alternate is unsatisfactory, and such causes and reasons are duly reported in writing by the Authority to the Contractor, the Contractor shall, within ten (10) days, unless specifically extended in writing by the Authority's Designee, replace him/her with one who is satisfactory to the Authority. At any time Contractor's Authority desires to leave the Facilities, Contractor's current

Authority will provide to the replacement Designee such detailed training as necessary and required before changing his/her position.

- 34.6 Contractor's full-time management shall provide a management staffing plan. Such management team shall have no other duties other than those specifically dedicated to the Connecticut Convention Center Facilities functions on a full-time basis.
- 34.7 Free close-in parking is not available at the Facilities for Contractor's employees or company vehicles. Remote parking lots will be available for staff use.
- 34.8 Personnel supplied by the Contractor will be deemed employees of the Contractor and will not for any purpose be considered employees or agents of the Authority.
- 34.9 The Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to this Contract Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state, and local laws.
- 34.10 The Authority shall have the right to refuse access to its facilities at any time to any employee of the Contractor, its agents, sub-contractors, or suppliers' employees. The exercise of its right shall not diminish the Contractor's obligation of performance arising under this Contract Agreement, provided that the Authority shall allow the Contractor to have access to said facilities at times sufficient to fulfill said obligation. The rights of access for personnel shall be limited to those parts of the Authority's premises available for common use (e.g., entrances, hallways, stairways, concession areas, lounges, kitchens, and other food preparation areas), but shall not include a right of access to other parts of the Facilities unless specifically otherwise requested by the Authority. The Contractor will be responsible for requiring employees to abide by all instructions, regulations, and codes as specified by the Authority.

34.11 The Authority requires that all Contractor's full time employees engage in the preparing, handling, serving, and storing food, meet State and Local Health Department requirements including a Health Card and Food Handlers Permit. The minimum health requirement for full-time Contractor food and beverage service employees at the Facilities will consist of satisfactory results of:

- Chest X-ray (14" x 17");
- Serological tests for venereal diseases;
- Stool examination for ova and parasites;
- Examination of the skin for lesions or rashes; and
- Appropriate alcohol and drug testing.

34.12 Examinations are to be conducted and satisfactory results reported by a competent physician or clinic, approved in advance by the Authority, and are to be forwarded to the Authority's Designee for approval prior to the employees reporting to work at the Facilities. These tests are to be repeated on an annual basis. All foodservice employees' medical reports shall be kept on confidential file at the Facilities and kept up to date.

34.13 In the event that any employee refuses health inspections, the Authority's Designee shall request that the Contractor remove the employee from the foodservice operations.

34.14 The Contractor shall remove from the foodservice operations any employee whom the Authority's Designee considers detrimental to the best interests of the Facilities.

35 Unit Staffing, Labor, and Personnel Training Practices

35.1 Prior to commencement of work in the Facilities, the Contractor shall furnish to the Authority a written statement setting for the names of all employees, the location in which they will work, the commencement date of the employment at the Facilities of each such employee, and the duties to be performed by each. The Contractor shall also furnish to the Authority monthly a written statement setting forth the names of persons ceasing to be employed in the Facilities.

35.2 In addition, the Contractor shall:

- 35.2.1 Prior to commencing work, describe in writing its good faith efforts regarding the Authority's Equal Opportunity Employment Program.
- 35.2.2 Provide the number of entry-level employee hours to be devoted to formal training for the staff at the Facilities by work area, during the first two (2) weeks of employment and monthly/annually thereafter.
- 35.2.3 Submit a detailed copy of the Contractor's Employee Handbook.
- 35.2.4 Provide a detailed written description of recruiting techniques and sources of non-management labor.
- 35.2.5 Provide a detailed written description of personnel policies and practices.

36 Wages and Employment

36.1 The Contractor shall comply with all laws and regulations of the government of the United States and the State of Connecticut governing wages and conditions of employment. Wages payable to any personnel hereunder shall at the commencement of this Contract Agreement be in accordance with the schedules attached hereto.

37 Tipping Policy

- 37.1 Contractor's employees at the Facilities will not solicit or accept tips or other gratuities.
- Exception: Employees may accept, but not solicit tips in any cash bar environment.

38 Uniforms

38.1 The Contractor or its agent will provide and maintain uniforms for all employees. Selection type, color, style, and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the various operations at the Facilities, shall be at the discretion and approval of the Authority. The Contractor must provide written and graphic presentation of a choice of uniform styles and availability to and at the Authority's request. The Authority will provide the graphic standards to be followed in this design. The Authority will

consider the Contractor to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Contractor's sole responsibility notwithstanding the fact the Authority's Designee or his/her designee have the right to comment on and where necessary, cause Contractor to ensure that all employees meet minimum hygiene and appearance standards.

39 Special Personnel Services

39.1 On various occasions the Contractor may be called upon to provide personnel for special purposes such as bartending, waiter/waitress, host/hostess, or other activities. The special personnel services are not to be confused with the normal personnel required by the Contractor to meet the Contractor's responsibilities to provide service to the Facilities in fulfillment of the obligations set out within this document.

SECTION IV – BOOKS, RECORDS, AUDITS, AND TAXES/FEES

40 General Description of Records, Accounting, and Audit

40.1 The Contractor shall keep an accurate and complete set of books and records of the operation of the food, beverage facilities on the premises in accordance with generally accepted accounting principles and allow the Authority or its auditors at all reasonable times to inspect said books and records, correspondence, memoranda, and other information relating to this Contract Agreement during the term of this Contract Agreement and such time thereafter as may be necessary for the Authority to verify amounts due it under the terms of this Contract Agreement.

40.1.1 The Contractor will be paid by Authority for the Management Fees due under the Contract Agreement on or before the tenth (10<sup>th</sup>) day following the conclusion of each of the months of the term.

40.1.2 Audit – Throughout the term of this Contract Agreement, Contractor shall submit to the Authority, within ninety (90) days of the

close of the Contractor's fiscal year, a certified audit from a certified public accountant covering the Contractor's financial statements for its operations at the Facilities. In the event that the Authority is not satisfied with the statements on a generally accepted accounting principles basis (GAAP) presented herein, the Authority shall have the right to conduct a special audit of the Contractor's books and records, by auditors selected by the Authority. Should such audit(s) uncover a deficiency or deficiencies in payments from the Authority for any period covered, in excess of one percent (1%), the total amount owing plus the cost of the audit shall be immediately due and payable by the Contractor and shall not be expensed as a controllable expense. The Contractor shall permit the Authority, from time to time, as its Auditor deems necessary, to inspect and audit at any and all reasonable times, all books and records pertaining to the Contractor's gross receipts to verify the amount of gross receipts generated by the Contractor on or from the Premises, and shall supply the Authority with, or shall permit the Authority to make, a copy of any such books and records and any portion thereof, upon the request of the Authority's Director of Finance or functional successor or designee. The Designee shall notify the Contractor of the amount of any over or underpayment found. Any overpayment shall be a credit against any fee subsequently due, or at the Authority's option, shall be refunded to the Authority. In the event of an underpayment, the Authority shall pay to the Contractor the amount of such underpayment plus any costs incurred in auditing the Contractor's books and records. The Contractor shall ensure that the Authority's right to inspect, audit, and copy the Premises user's books and records is a condition of any sublease or other arrangement under which any other person or entity is permitted to use or occupy the Premises.

40.1.3 Failure to comply with the aforementioned clause shall result in the Contractor paying to the Authority as a penalty, the amount of TEN THOUSAND DOLLARS (\$10,000.00) for each and every day exceeding

the 90-day deadline. Such penalty shall apply after the Authority has given notice in writing to the Contractor of non-receipt of such certified audit.

40.1.4 The Contractor must submit the following information:

40.1.4.1 Monthly by the tenth (10<sup>th</sup>) of the month, a complete, detailed profit and loss statement in the format of Schedule 2 for the previous month.

40.1.4.2 Monthly by the tenth (10<sup>th</sup>) of the month, revenue by event and by revenue source, with per person (per cap) revenue for the previous month.

40.1.4.3 Monthly by the 10<sup>th</sup> of the month, a complete expense breakdown by event and by expense category.

40.1.4.4 Coin-Operated Vending – The Contractor must submit an explanation of vending control methods. Contractor may subcontract coin-operated vending with the written approval of Authority's Designee. Such approval shall not be unreasonably withheld. In the event the Contractor subcontracts the vending concession, the Contractor shall supply the following information:

- The name and address of the subcontractor;
- The subcontractor's reputation and industry experience.

40.1.4.5 In the event that vending is subcontracted, the Authority will consider the prime Contractor to be the sole contract responsible for the services it or its agents provide.

40.1.4.6 The Contractor, except upon prior written approval, shall use in all permanent and portable concession stands, special function areas, merchandise areas et. al. a cash control system of a type provided by the Contractor and approved by the Authority's Designee.

40.1.4.7 Inventory systems to determine sales and product usage must be approved by the Authority's Designee. The Contractor will

- not permit any of his/her employees to make change from boxes, container, or from pockets of clothing in the above establishments.
- 40.1.4.8 Records – Contractor will keep within the Facilities proper, adequate, and accurate accounting books and records prepared in accordance with an accounting system approved by the Authority, of all business and transactions engaged in under this Contract Agreement, for all periods included within the term of this Contract Agreement, said records to include without limitation the daily receipts and expenses, the daily bank deposits, the daily sales, and business done by the Contractor and shall preserve and make available for audit and examination by the Authority as hereinafter provided, such books and records as well as a copy of all business tax returns to the State of Connecticut and of all federal income tax returns.
- 40.1.4.9 Contractor shall only utilize Authority- approved computer hardware and account software for all records, proposals, contracts, invoices, letters, and all accounting functions related to the operations of this contract.
- 40.1.4.10 A separate bank account at a bank approved by the Authority shall be maintained for all sales deposits. Cash shortages in excess of inventory sales may not be deducted from Gross Receipts.
- 40.1.4.11 Contractor shall utilize computerized sales, control, and point-of-sale locations including but not limited to fixed and mobile concession stands, vending rooms, mobile thematic carts, lounges, and the like. All products must be able to be tracked from purchase order through delivery, warehouse stocking, inventory depletion, and final sales transaction and reduction from par or other stock inventories. The Authority shall have complete and open access to this system and its reports at all times. Contractor shall provide

Authority with a preliminary sales/expense report by noon on the day following an event.

40.1.4.12 Contractor and Authority shall conduct annual inventories of all food/beverage equipment, leasehold improvements, uniforms, and smallwares to determine required replacements, repairs, and adjustments to any depreciation schedules in force pertaining to such items.

41 Books and Records: "Gross Receipts" Defined

41.1 Keeping of Records: The Contractor shall keep true, accurate, complete, and auditable records of all of the Contractor's gross receipts, and expenses which records shall be separate from all of the other business records of the Contractor.

41.2 Payment Reports: Contractor shall submit monthly financial reports as shown in Schedule 2.

41.3 Definition of Gross Receipts: As used in this Contract, the term "gross receipts" means and includes the total income of the Contractor and every other person or entity conducting business in, on, or from the Premises including but not limited to the proceeds from all retail and wholesale sales of food, beverages, and services of any kind whatsoever, for cash, barter, exchange or credit, regardless of collections; sales from vending devices; mail or telephone orders received or filled on or from the Premises; all deposits not refunded to purchasers; orders taken although filled elsewhere; fees; commissions; catalog sales; and rental receipts. An installment or credit sale shall be deemed to have been made for the full price on the date of sale regardless of when payment is received. Subject only to the exclusions specified in the immediately following paragraph, the full amount received by the Contractor shall be included in its "gross receipts," regardless of whether (a) the Contractor was acting as a consignee, trustee, or agent for a third party in connection with such sale or rental, or (b) the Contractor is entitled to retain the full amount received on such sale as the Contractor's own property.

The term “gross receipts” does not mean or include the amount of money refunded to and not merely credited to the account of customers who return or do not accept food and beverage or services sold or commissioned by Contractor; the Contractor where such exchange is made solely for the convenient operation of the Contractor’s business and not for the purpose of consummating a sale made in, on, or from the Premises; returns to shippers or manufacturers; any discount allowed by the Contractor to customers; the Connecticut State Sales Tax and any other tax imposed by any government agency directly on sales; and all admission taxes collected by the Contractor. (Business and occupation taxes are not taxes imposed directly on sales and shall not be deducted from the amount of “gross receipts” reported to the Authority.)

41.4 Definition of Profit/Loss: as defined herein includes full and complete disclosure pursuant to generally accepted accounting principles (GAAP), of all revenues whether gross or net and all expenses by specific cost center category, whether collectable or not. Such statement and supporting schedules shall constitute a fully-certified Profit and Loss Statement.

42 Taxes and Fees

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment, and improvements on the Premises; and taxes on the Contractor’s interest in this Contract and any leasehold interest deemed to have been created thereby; and in the event the State of Connecticut and/or the City of Hartford makes any demand upon the Authority for payment of leasehold excise taxes and/or taxes based upon any possessory interest resulting from the Contractor’s occupancy of the Premises to enforce collections of leasehold excise taxes, the Contractor shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the Authority, contest such collection action and indemnify the Authority for all sums expended by, or withheld by the State of Connecticut from the Authority in connection with such taxation.

43 Payment of Bills, Payroll

The Contractor will promptly notify the Authority regarding all expenses incurred in the normal operation of the food/beverage services and will indemnify, defend, and hold the Authority harmless there from. The Authority shall pay such expenses in a timely and professional manner.

SECTION V – INSURANCE/LIABILITY/INDEMNIFICATION

44 Insurance

44.1 Contractor shall secure and deliver to the Authority not less than thirty (30) days prior to the commencement of this Agreement and shall keep in force at all times during the term of this Agreement:

44.1.1 A comprehensive general liability insurance policy in form acceptable to the Authority covering the Services being provided hereunder in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage should include contractual liability and fire damage legal liability. the Authority and the Facilities shall be named as additional insureds under this policy;

44.1.2 A liquor liability insurance policy in form acceptable to the Authority covering the Services being provided hereunder in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence. The Authority and the Facilities shall be named as additional insureds under this policy;

44.1.3 An excess liability insurance policy in form acceptable to the Authority covering the Services being provided hereunder in an amount not less than Ten Million Dollars (\$10,000,000) for each incident. The Authority and the Facilities shall be named as additional insureds under this policy;

44.1.4 Comprehensive automotive bodily injury and property damage insurance in form acceptable to the Authority for business use covering all vehicles owned/operated by Contractor, its officers, agents, and employees in connection with the Services, with a combined single limit of not less than One Million Dollars (\$1,000,000) (including an extension of hired and non-owned coverage).

44.1.5 Employers' liability insurance in an amount not less than One Million Dollars (\$1,000,000) for each incident in form acceptable to the Authority and workers compensation insurance for Contractor's employees, as required by the State of Connecticut;

44.1.6 A fidelity guarantee insurance policy in form acceptable to the Authority covering the Services being provided hereunder in an amount no less than One Million Dollars (\$1,000,000). The Authority and the Facilities shall be named as loss payees under this policy; and

44.1.7 Insurance against loss and/or damage to fixtures, furnishings, equipment, and other personal property upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverages in an amount equal to the replacement costs of such property used in this agreement on the premises. Insurance coverage for business interruption should also be sufficient to provide for the payment of commission and other costs during any interruption of Contractor's business because of fire or other cause.

44.2 The following shall apply to the insurance policies described above:

44.2.1 Not less than thirty (30) days prior to the commencement of this Agreement, Contractor shall deliver to the Authority certificates of insurance evidencing the existence thereof, all in such form as the Authority may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof of each to the Authority at 100 Columbus Boulevard, Suite 500 Hartford, Connecticut 06103-2819. If any of the

insurance policies covered by the foregoing certificates of insurance will expire prior to the expiration of this Agreement, Contractor shall deliver to the Authority at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

44.2.2 The coverage provided under such policies shall be occurrence-based, not claims made.

44.2.3 Contractor hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Contractor under this Agreement, including without limitation, Contractor's indemnification obligations under Section 7 below.

44.3 The terms of all insurance policies referred to in this Section 44 shall preclude subrogation claims against the Authority and the Facilities and their respective officers, employees, and agents.

44.4 Sub-Concessionaires – Concessionaires shall include all Sub-Concessionaires as insureds under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for Sub-Concessionaires shall be subject to all the requirements stated herein applicable to their profession.

44.5 Contractor shall, throughout the term of this Contract Agreement, require all of Contractor's agents, licenses, or subcontractors providing a service at the Facilities to provide Contractor and the Authority (if requested) with certificates of insurance and insurance policies evidencing the same type of Commercial General Liability Workers' Compensation, Employers' Liability, and Commercial Automobile Liability insurance coverages with limits of no less than required by Contractor by this Contract Agreement. Said insurance shall include the additional insured endorsement and cancellation language required of the Contractor by this Contract Agreement.

44.6 The insurance described in above shall be obtained from one or more insurance companies duly authorized to issue such policies in the State of Connecticut and having a rating of at least "A: as rated in Best's Rating Guide

or a successor or substitute rating service accepted by the Contractor and Authority.

44.7 The placement and storage of personal property in the Premises or any other Authority facility shall be the responsibility, and at the sole risk, of the Contractor.

44.8 The Authority shall notify the Contractor whenever the Authority has a reasonable belief that the Contractor has failed to secure or maintain insurance as required by this Contract. Notwithstanding any other provision of this Contract, after its receipt of any such notice, the Contractor shall not enter upon the facility until the Contractor has secured and is maintaining insurance as required by this Contract.

44.9 Contractor shall indemnify, defend, and hold harmless the Authority, the Facilities, and their respective officers, agents, and employees from and against any and all losses, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") arising from (i) Contractor's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, and constitutional provisions (collectively the "Laws") applicable to Contractor's performance of this Agreement, (ii) any unlawful acts on the part of Contractor or its officers, agents, employees, or subcontractors, (iii) personal or bodily injury to or death of persons or damage to the property of the Authority to the extent caused by the negligent acts, errors, and/or omissions or the willful misconduct of Contractor or its officers, agents, employees, or subcontractors, or (iv) the material breach or default by Contractor or its officers, agents, employees, or subcontractors of any provisions of this Agreement. The indemnity provisions set forth in this paragraph shall survive the termination of this Agreement.

## SECTION VI

### LINENS/SMALLWARES AND CSI SECTION 11400

#### FOOD SERVICE EQUIPMENT

#### 45 Equipment and Smallwares

- 45.1 The Authority will provide for the use of the Contractor certain fixed equipment listed in Appendix C. All equipment listed in the Appendix C shall be the property of the Connecticut Convention Center.
- 45.2 The Authority shall be responsible for the maintenance and repair of the Facilities' equipment as outlined in Appendix C during the term of this Contract Agreement. The Contractor will cooperate with the Authority's maintenance personnel in the development and institution of a comprehensive preventative maintenance program and shall organize and institute maintenance contracts on all major pieces of foodservice equipment to ensure continuous, high-quality, long-term maintenance and upkeep on this important equipment.
- 45.3 Other equipment such as office equipment, safe, forklift trucks and generally non-foodservice specific equipment etc., that is not provided is to be provided by the Contractor so as to ensure a full and complete operating system.
- 45.4 The Contractor acknowledges that Authority's equipment has been inspected prior to its use and hereby agrees to accept the food and beverage equipment, in the condition in which it is found by the Contractor, at the commencement of this Contract Agreement. The Contractor shall maintain the foodservice facilities in first-class condition and shall maintain the food and beverage equipment and smallwares in operable and presentable condition (except ordinary wear and tear) and conduct the business generally at a high level of cleanliness and neat appearance at all times. Contractor shall be fully responsible for anything other than normal repair and maintenance as determined by the Authority in its reasonable/sole discretion. The Authority shall be sole judge as to the sufficiency of the cleanliness and neatness of

appearance of the premises and equipment with the power to order any changes or alterations thereto that it may deem desirable. The Contractor shall return to the Authority the facilities and equipment in a neat and tidy condition and in good operating order (less normal wear and tear) at the expiration or other termination of this Contract Agreement.

45.5 The Contractor shall perform at its sole expense, a physical inventory of smallwares at least on a quarterly basis. Contractor shall provide the Authority with the written results of the physical inventory within five (5) business days of the inventory and shall replace all missing or damaged smallwares within thirty (30) days of the physical inventory, such replacement being deemed a Controllable Operating Expense.

45.6 Contractor shall notify the Authority's Designee of the need and reason for replacement of the Authority's equipment and Contractor's utensils and/or fixtures used in the handling, preparation and service of all foods and beverages for written approval before replacing any equipment.

45.7 The Contractor shall, from time to time and with the prior written approval of the Authority, furnish additional equipment and smallwares as required for the proper operation of the foodservice program.

45.8 Upon commencement of Contractor's operations, the parties shall conduct a joint inventory and condition survey of the equipment, furnishings, and fixtures included with the premises occupied and used by the Contractor and make a written record thereof, with each party indicating by authorized signature its acceptance of said written record. Any additional equipment for use in the food/beverage service areas added by the Contractor must be approved in advance in writing by the Authority's Designee.

46 Smallwares and Authority Supplied Equipment

46.1 The Authority shall provide any additional smallwares adequate to provide service in the facilities for special function areas, in dining areas as well as equipment to service all of the Facilities food/beverage service facilities as set out herein etc. as specified and purchased by the Contractor with assistance and

final written approval by the Authority. Such equipment provided by the Authority, shall include but may not be limited to the following:

- 46.1.1 Adequate supply of china, including but not limited to plates, bowls, cups, saucers, water pitchers, and related items. Unless otherwise directed by the Authority the china will not have the logo of the Facilities imprinted thereon.
- 46.1.2 Beverage glassware.
- 46.1.3 Adequate supply of trays (both service and cafeteria style).
- 46.1.4 Supply of stainless steel and/or silver plated dining utensils, including but not limited to: knives, forks, spoons, and soup spoons.
- 46.1.5 Ample supplies of back-of-the-house servicewares, including but not limited to: Kitchen utensils, equipment cleaning aids, and related items.
- 46.1.6 Buffet and catering equipment, i.e.: chafing dishes, mobile carts, servicewares, and related items.
- 46.1.7 Salt and pepper shakers.
- 46.1.8 Specialty mobile foodservice equipment/carts.
- 46.1.9 Other miscellaneous tabletop smallwares as required.
- 46.1.10 Table and service linens.
- 46.1.11 Electronic, computerized point-of-sale cash/inventory control system with all tie in equipment necessary to operate fully with Authority and the Facilities computer systems.
- 46.1.12 Food service related furniture including but not limited to tables, chairs, and interior furniture primarily for use in the areas serving catered events.

## SECTION VII – CLEANING, INSPECTION, AND SANITATION

### 47 Cleaning, Inspection, and Sanitation

47.1 The Contractor will maintain, at all times, all kitchens and food preparation and serving areas and all equipment, fixtures, paraphernalia, material, utensils, and other items therein, in a clean and sanitary condition and comply with all applicable health and sanitation laws and regulations in effect where the foodservices areas are located. The Contractor shall at all times permit and facilitate inspection of the foodservice operation by the Authority and its representatives and by authorized public authorities.

47.2 The Contractor shall provide the Authority with the following:

47.2.1 A description of the Contractor's approach to sanitation practices.

47.2.2 A description of the Contractor's program used to train employees in proper sanitation procedures.

47.2.3 The Contractor shall comply with all Sanitation Regulations and Job Inspection requirements attached hereto.

### 48 Operations Warewashing

48.1 The Contractor will wash after each use, all non-disposable serviceware, flatware, glassware, and cutlery to achieve maximum cleanliness and sanitation. The Contractor's washing of glassware and cutlery must produce spotless drying.

48.2 All concession operations will utilize high-quality disposable plates, cutlery, and cups. The Authority reserves the right however to require permanent smallwares, dishes, silverware, glassware, and place settings to be provided in these and other operations when requested in writing to the Contractor.

48.3 All catering operations shall utilize permanent smallwares, dishes, silverware, glassware, and place settings in service to their guests unless specified, modified, or altered in writing to the Contractor by the Authority.

49     Garbage

49.1     The Contractor shall transport all waste materials, including grease, from foodservice locations, including the areas within a twenty-five (25) foot radius of all fixed and mobile concession stands, to the dumpster or compactor area, as well as transporting recycling materials to recycling area in a manner and by a route designated by the Authority's Designee. Such removal shall be made after each event, and all trash handling costs shall be borne by the Contractor.

49.2     Cost of repair of damage done to floors, walls, windows, or other property in said radius and other foodservice areas by reason of operation of said stand and other foodservice areas, will be the responsibility of the Contractor and not a cost assignable to the Authority. The Contractor must employ the necessary cleaning personnel before, during, and after the hours of each event to comply with these provisions subject to approval of the Authority. These personnel will provide cleaning services only during designated times.

49.3     The Authority shall provide sufficient waste receptacles at each location.

50     Grease

50.1     The Contractor must not discharge any grease into floor drains and must keep grease in containers for disposal by the Contractor. Contractor is responsible for the cost of containers and disposal of grease. If the Contractor fails to comply with this provision, any cost, charge, or expense involved in opening, cleaning, or repairing of drains shall be paid by the Contractor and not as a cost of doing business.

50.2     Contractor expressly agrees to comply with all codes, ordinances, regulations, and laws regarding environmental health and safety matters, including the use and disposal of chemical or caustic cleaning agents and the like.

51     Pest Control

51.1     The Contractor shall engage and supervise exterminators to control rodents and other vermin and pests as is necessary, but at least monthly. Such extermination services shall be supplied in all areas where food is prepared,

stored, or dispensed. Documentation of such services shall be retained and provided to the Authority. Should such service be deemed unsatisfactory by the Authority, the Authority reserves the right to contract for extermination services and charge back the Contractor for all costs incurred therein.

52 Maintenance Services

52.1 Notwithstanding the Contractor's responsibility to maintain the foodservice facilities at a high level of neatness and cleanliness, the Contractor shall provide standard janitorial and maintenance services in all food/beverage service areas. Should these services be deemed unsatisfactory by the Authority, the Authority reserves the right to contract for or to directly provide such service and duly charge the Contractor for same. Such costs shall not be considered a Controllable Operating Expense. This is to be clarified and agreed to in detail in operating memorandum.

SECTION VIII – LETTER OF CREDIT

53 Letters of Credit

53.1 As an alternative to the furnishing of the various bonds required herein, the Authority at its option may agree to accept irrevocable letters of credit from a bank or banks organized pursuant to laws of the United States of America and domiciled in the State of Connecticut which shall be for an amount not less than SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) for the Performance Bond available by draft of the Authority at sight to be accompanied by the signed statement of the Authority in duplicate certifying that the Contractor has failed to faithfully perform any obligation assumed by, or imposed upon said Contractor by this Contract Agreement, which letters of credit shall be delivered to the Authority prior to the commencement date of this Contract Agreement. Contractor agrees that in the event of cancellation or termination of said letter or letters of credit new letters of credit or bond effecting the same guarantees to the Authority shall be furnished by Contractor to the Authority prior to the effective date of such cancellations or terminations.

53.2 Contractor herein agrees that under no circumstances shall the Authority be liable for damages to Contractor in the event that the Authority should issue a draft or drafts against said letter or letters of credit in an amount or amounts over and above those which may ultimately be declared to be the actual liability of Contractor to the Authority.

54 Surety

54.1 The performance bond as herein below provided shall be furnished throughout the life of this Contract Agreement, and all premiums for these shall be paid by the Contractor. Contractor agrees that in the event of cancellation or termination of said bond or bonds, a new bond or bonds, or letters of credit effecting the same guarantees to the Authority shall be furnished by Contractor to the Authority prior to the effective date of such cancellations or terminations.

54.2 Each such letter or letters of credit shall be provided with the following certification: TO THESE PRESENT NOW COMES AND INTERVENES: a surety corporation organized and existing under and pursuant to the laws of the state of \_\_\_\_\_, having its principal office in the city of \_\_\_\_\_, appearing herein through \_\_\_\_\_, herein duly authorized to act pursuant to the Power of Attorney conferred upon him/her, a duly certified copy of which is annexed hereto and made part hereof, which corporation binds and obligates itself jointly, severally and in solido with said TO AND IN FAVOR OF THE CAPITOL CITY ECONOMIC DEVELOPMENT AUTHORITY (THE AUTHORITY) for the faithful performance by said Contractor of all obligations assumed by, or imposed upon said Contractor by this Contract Agreement, including all payments due by Contractor to the Authority and the Authority hereunder; provided, however, that the obligation of the aforesaid surety shall not exceed the sum of \_\_\_\_\_. The condition of this Contract Agreement on the part of the aforesaid surety is such that if the said Contractor shall perform and abide by all of the obligations assumed by, or imposed upon, said Contractor by this Contract Agreement, including the payment of such charges as aforesaid, then this obligation shall be null and void and of no effect;

otherwise it shall remain in full force and effect. Additionally application and payment bonds as previously described herein shall be due and payable at time of proposal application.

#### SECTION IX – FEES

#### 55 Fees

55.1 In accordance with the attached Schedule 3, “Proposed Fee Schedule,” attached hereto, the Authority shall pay to the Contractor by the 10<sup>th</sup> day of each calendar month of the term of this Contract Agreement, fees as defined herein, and shall be computed and stated separately pursuant to the following provisions.

55.2 The first such payment shall be on \_\_\_\_\_, covering the period from commencement of this Contract Agreement through \_\_\_\_\_ and the last or final payment shall be due no later than ten (10) days after expiration or termination.

55.3 Each year’s fees shall be treated as isolated events and as a separate charge for accounting purposes. No previous payments or credits from any prior or past years shall be credited or subtracted from the amount of the annual fees due and payable as required herein.

55.4 In addition to fees as defined herein, Authority shall provide Contractor with all fixed, mobile, and accessory equipment and smallwares required to operate the Facilities as defined herein.

SECTION X – DEFAULT

56     Bankruptcy

56.1     Should the Contractor during the term of this Contract Agreement make any assignment for the benefit of its creditors or voluntarily or involuntarily be declared bankrupt or terminated or if a receiver or liquidator shall be appointed to administer the Contractor's affairs, this Contract Agreement shall, at the sole discretion of the Authority, be automatically and without notice canceled and terminated as of the date of such assignment or as of the date upon which a custodian, receiver, trustee, or liquidator is appointed.

56.2     If such improvements, fixtures, facilities, and structures which are required by the Authority to be removed from the premises and substantially all trash, stocks of materials, supplies, tools, etc., place on the premises by the Contractor or the Contractor's agents, have not been removed by the Contractor by the date of termination, it will be the option of the Authority:

56.2.1     To collect liquidated damages until the said facilities, buildings and structures, trash, stocks of material, supplies, tools, etc., have been removed by the Contractor.

56.2.2     Or to remove the same at the Contractor's cost, risk, and expense;  
and

56.2.3     Or to retain or dispose of the same or any part thereof, without payment or reimbursement to the Contractor, unless other arrangements have been made in writing, between the Authority and the Contractor with regards to the removal thereof.

57     Non-Waiver

57.1     No condoning, excusing, or overlooking by the Authority of any default, breach or non-observances by the Contractor at the time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Authority's rights hereunder in respect to any continuing or subsequent default, breach or non-observance, or operate so as to defeat or affect in any way

the rights of the Authority in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by the Authority save only an express waiver in writing. All rights and remedies of the Authority in this Contract Agreement contained shall be cumulative and not alternative.

58 Waiver of Subrogation

58.1 Contractor, its agents, employees, and insurer(s) hereby releases the Authority, its agents, and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which Contractor, its agent, or insurers may sustain incidental to or in any way related to Contractor's operation under this Contract Agreement.

59 Laws to Apply

59.1 This contract is entered into in Hartford, Connecticut, and shall be governed, interpreted, and enforced in accordance with the laws of the State of Connecticut. The parties agree that the exclusive venue for any claims or actions arising under or in relation to this contract and the rights, responsibilities, and duties of the parties hereunder shall be solely in the State of Connecticut.

SCHEDULES 1,2,3,4,5, and 6, Appendices A – C attached form an integral part of this Contract Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract Agreement under seal.

SIGNED, SEALED, AND DELIVERED

THE CAPITOL CITY ECONOMIC  
DEVELOPMENT AUTHORITY

PRESENCE OF:

\_\_\_\_\_  
(Witness – Signature)

Per \_\_\_\_\_

Date \_\_\_\_\_

[CORPORATE SEAL]

[CONTRACTOR]

\_\_\_\_\_  
\_\_\_\_\_  
(Witness – Signature)

Per \_\_\_\_\_

Per \_\_\_\_\_

Date \_\_\_\_\_

(Corporate Seal)



SCHEDULE 2

FINANCIAL FORMAT FOR OPERATIONAL SUBMITTAL PURPOSES

FOOD AND BEVERAGE SERVICES

%                      Amount (\$)

SALES

Food Service and Non-Alcoholic Beverages

- Catered and Special Functions
- Mobile/Fixed Concession Operations

Alcoholic Beverage Services

- Catered and Special Functions
- Mobile/Fixed Concession Operations

Third Party Sales

- Branded Concessions

OTHER SALES

- Vending Machines (if any)
- Backstage Catering (non-exclusive)

TOTAL FOOD, BEVERAGE,  
& VENDING SALES

COSTS

Food Service and Non-Alcoholic Beverages

- Catered and Special Functions
- Mobile/Fixed Concession Operations

Alcoholic Beverage Services

- Catered and Special Functions
- Mobile/Fixed Concession Operations

Third Party Sales

- Branded Concessions

OTHER COSTS

- Vending Machines (if any)

TOTAL FOOD, BEVERAGE &  
VENDING COST OF SALES

TOTAL GROSS PROFIT

TOTAL INCOME

---

CONTROLLABLE EXPENSES

Payroll

Employee Benefits

Employee Meals

Direct Operating Expenses

- Replacement
- Insurances
- Extermination
- Janitorial & Paper
- Laundry & Uniforms
- Telephone & Office
- Ice
- Miscellaneous (list)

Music and Entertainment

Advertising and Sales Promotion

Utilities

Administrative and General

Repairs and Maintenance

Miscellaneous Expenses

TOTAL CONROLLABLE EXPENSES

PROFIT BEFORE COMMISSIONS

PROFIT BEFORE DEPRECIATION

Depreciation (Equipment/Other)

Fees

OPERATING PROFIT

Additions to or Deductions from Profit

NET PROFIT

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SCHEDULE 3  
PROPOSAL FORM

Proposal of: \_\_\_\_\_

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

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

To:           The Capitol City Economic Development Authority (the Authority)

The undersigned hereby offers to enter into the Food/Beverage Contract Agreement for Connecticut Convention Center, Hartford, Connecticut for the specific areas serviced with food and beverage services as enumerated herein, under the terms and conditions set forth in said Contract Agreement, in this Proposal Form and in the attached Instructions to Proposers, for a term of five (5) years, cancellable after the third year, commencing on July 1, 2010, through June 30, 2015, with agreement to provide services for management fees as proposed below and defined herein in accordance with the Food and Beverage Contract Agreement and this Proposal Form, for each contract year, the fee amounts noted on the proposal chart attached. The base management fee will be for \$\_\_\_\_\_ /year or an average management fee of \_\_\_\_\_% of gross sales, whichever is less, payable by the Authority to the Contractor, monthly in arrears. In addition an incentive management fee will be available to the Contractor whose total compensation shall not exceed \$\_\_\_\_\_ /year or \_\_\_\_\_% of net operating profit, whichever is less, defined as follows:

1. Attainment of minimum blended fixed and mobile thematic concession per caps of \$5.25 in Year One, escalated by 4.5% per year over each of the annual contract periods.
2. An annual average product cost over all facilities not to exceed 28.5% - based on total revenues (less taxes) divided by the actual product costs as defined above.
3. An annual average payroll cost over all facilities including benefits and associated payroll taxes not to exceed 25.0% for mobile and fixed concession operations and 32.0 % for all banquet/catering/services associated with this contract. This will include all payroll costs both variable and fixed including benefits and associated payroll taxes for payroll directly related to serviced events. These costs include staff and on-site full-time management. To arrive at this percentage, total revenues (less taxes) will be divided by the payroll costs.
4. If one of these incentives is met, Concessionaire will receive twenty (20) percent of the annual Incentive Management Fee, if two incentives are met the Concessionaire will receive forty-five (45) percent of the fee, and if all three incentives are met Concessionaire will receive one hundred (100) percent of the Incentive Management Fee.

The Incentive Management Fee shall be paid annually by the Authority in arrears, shall be invoiced at the end of each agreement year after audit and shall be paid

within thirty (30) days of audit reconciliation; however, efforts shall be made to complete the annual audit within ninety (90) days of the end of the agreement year.

5. Incentive fees are payable annually as noted above *only* if a net operating annual profit is realized. In the case of a net annual operating loss, Concessionaire shall be liable for full payment of same in the same manner and procedure as the Incentive Fee would be payable by the Authority to the Concessionaire.

Additionally, the Authority will require the following:

4. Contractor to provide the Connecticut Convention Center and Authority employees food and beverage services at Actual Cost (food plus labor) at designated on-site facilities.
5. Proposals shall include agreement to provide a Capital Reserve Fund equal to 3.5 percent of Annual Gross Sales to fund repair, maintenance, and replacement of food/ beverage service equipment, smallwares, computerized point-of-sale systems, and other leasehold improvements directly associated with the food/beverage service program. Such funds shall be placed in an interest bearing account owned by the Authority to be used only under written direction and approval of the Authority. Any funds unused during any year shall be carried forward with interest until the end of the agreement at which time all unused funds shall immediately become the property of the Authority.
6. Buyout Provision – the successful Contractor will be required to buyout the existing Contractor’s equipment should any exist, at the present net book value of \$ \_\_\_\_\_.

The terms and conditions of this proposal are agreed upon on this \_\_\_\_\_ day of the year  
20\_\_.

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

WITNESS (SIGNATURE)

TYPED NAME - TITLE

(CORPORATE SEAL)

## OWNER SUPPLIED EQUIPMENT LIST

Smallwares adequate to provide service in special function dining areas at the facilities as well as other equipment to service the Facilities' food/beverage system etc. as specified and purchased by the Owner. These shall include the following:

11. Adequate supply of china, including but not limited to: plates, bowls, cups, saucers, water pitchers, and related items. Unless otherwise directed by the Authority, the china will not have the logo of the Facilities imprinted thereon.
12. Beverage glassware
13. Adequate supply of trays.
14. Supply of stainless steel and/or silver-plated dining utensils, including but not limited to: knives, forks, spoons, and soup spoons.
15. Ample supplies of back-of-house service wares, including but not limited to: kitchen utensils, equipment cleaning aids, and related items.
16. Buffet and catering equipment i.e.: chafing dishes, mobile carts, service wares, and related items.

17. Salt and pepper shakers.
18. Specialty mobile foodservice equipment/carts.
19. Table and service linens.
20. Electronic, computerized point-of-sale cash/inventor control system with all tie-in equipment necessary to operate fully with Authority's computer systems.

SCHEDULE 4

MINIMUM FOOD PURCHASE SPECIFICATION REQUIREMENTS

|                              |  |   |
|------------------------------|--|---|
| BEEF<br>Heifer or Steer      | GRADE:<br>YIELD:<br>CONDITION:<br>GROUND | USDA Top Choice<br>3 or under<br>Fresh or Frozen<br>Chuck, 20% fat content  |
| PORK                         | BEEF:<br>GRADE:<br>YIELD:<br>CONDITION:  | US No. 1<br>1<br>Fresh or Frozen  |
| VEAL<br>Calf                 | GRADE:<br>CONDITION:                     | USDA Choice<br>Fresh or Frozen  |
| LAMB<br>Under one year old   | GRADE:<br>CONDITION:                     | USDA Choice<br>Fresh or Frozen  |
| POULTRY                      | GRADE:<br>CONDITION:                     | USDA Inspected Grade A<br>Hens – Fresh or Frozen<br>Fryers – Fresh or Frozen<br>Duckling – Fresh or Frozen<br>Turkey Breast – Fresh or Frozen |
| FISH & SHELLFISH             | GRADE:<br>CONDITION:                     | When graded – A,<br>otherwise top quality Fresh<br>when available, frozen if<br>cost and availability warrant                                 |
| EGGS                         | GRADE:<br>SIZE:<br>CONDITION:            | USDA A, 100% candled<br>Large<br>Fresh  |
| BUTTER                       | GRADE:                                   | USDA AA   |
| MILK & MILK<br>PRODUCTS      | GRADE:                                   | US Grade A pasteurized  |
| NONFAT DRY MILK              | GRADE:                                   | US Extra  |
| BULK ICE CREAM               |  | Minimum 12% milk fat, 80-<br>100% overrun   |
| FRESH VEGETABLES &<br>FRUITS | GRADE:                                   | US No. 1 or better  |
| FROZEN VEGETABLES            | GRADE:                                   | A   |

|                   |                             |                                    |
|-------------------|-----------------------------|------------------------------------|
| CANNED FRUIT      | GRADE:                      | US Grade A or Fancy in heavy syrup |
| CANNED VEGETABLES | GRADE:                      | US Grade A or Fancy                |
| DRY GOODS         | RICE:                       | Fancy or US No. 2                  |
|                   | BEANS:                      | Grade A                            |
| BAKED PRODUCTS    | At the Authority's approval |                                    |

PURCHASING SPECIFICATION

Proposers must submit a written purchasing specification for each of the sample items listed below. At least three (3) of the meat specifications must be for meat items specified in the recipes to be submitted for this Contract Agreement.

- Portion cut beef item
- Beef roast item
- Pork rib item
- Poultry item
- Lamb item
- Veal (calf) item
- Fresh fruit item
- Frozen vegetable item
- Canned fruit item
- Non-food item

## SCHEDULE 5

### MINIMUM OPERATING STANDARDS REQUIREMENTS

- 1.0 A detailed product branding plan utilizing a series of national, regional, and local branded products both as singular entities and as products marketed under another umbrella name.
  
- 2.0 A high level of personal service to guests as evidenced by the following:
  - (a) No greater than a 1:175 POS ratio of the number of POS stations to guests at the Facilities – as evidenced by a written plan noting all locations and number of POS and strategy to accomplish this goal.
  
  - (b) Qualified management team at all venues – minimal qualifications of all managers presented should include at least five (5) years of senior food management responsibility in the arena/convention center/performing arts center field, degrees in hotel/ restaurant management from recognized colleges/universities in that field, and a high-quality service plan that meets or exceeds same at other similar very high-quality service facilities.
  
- 3.0 A professional uniform plan for each of the venues serviced – presented in written and graphic form with budgeted costs noted.
  
- 4.0 A qualified management staff as detailed to every degree herein.

5. Ongoing service training and detailed information supporting this in TIPS, TEAM, HACCP, etc. programs.
  
6. Demonstrated ability to develop maximum gross receipts and potentials from similar-type operations. This demonstration shall demonstrate per capita receipts over at least two consecutive operating seasons at the following levels:
  - Special function services – extensive catering menus for breakfast, lunch, and dinner showing local market pricing and cost justifications for same
  - Cost and control results in similar operations generating at least \$4,000,000 per year in food/beverage receipts over the past three (3) consecutive years as follows:
    - Labor cost – not greater than 25.0% of gross sales blended average for mobile and fixed concessions operations (excluding taxes) and 32.0% blended average of gross sales for all banquet/catering services (excluding taxes) under this contract
    - Food cost – not greater than 28.5.0% blended average all areas where food is served
  - \* Above results to be certified via audited Statements for facilities currently in operation by an outside, professional accounting firm.

## SCHEDULE 6

### SANITATION REGULATIONS AND PROJECT INSPECTIONS

#### REGULATIONS

The following shall establish the minimum sanitation guidelines to be followed by the Contractor:

1. The Sanitation Code of the U.S. Food Service Industry as published by the National Restaurant Association.
2. All State of Connecticut Acts and Regulations governing foodservice operations sanitation.
3. All applicable Regulations of the City of Hartford and its Health Department.
4. All applicable Federal Government Acts and Regulations.
5. Appropriate voluntary codes and guidelines established by trade associations and other groups operating within the food industry.
6. Any specific guidelines established by the Authority and set out herein or from time to time through memoranda from the Authority to the Contractor.

## PROJECT INSPECTIONS

1. Formal inspections of the foodservice facilities may be conducted a minimum of four (4) times a year (January, April, July, October) by the Authority, accompanied by the Contractor.
2. Semi-formal inspections of the foodservice facilities are to be conducted at selected intervals by the Contractor and the Authority's Designee. A formal inspection checklist is to be prepared and completed by the Contractor and submitted to the Authority not later than three (3) working days following the inspection. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report.
3. Informal inspections of the foodservice facilities are to be conducted daily by the Contractor with immediate corrective measures taken for any deficiencies noted.

**APPENDIX A**

THE CONNECTICUT CONVENTION CENTER

FOOD/BEVERAGE OPERATIONS CONTRACT

**AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_, ss:

\_\_\_\_\_ being first duly sworn, deposes and

says that he is the \_\_\_\_\_ of \_\_\_\_\_, with offices  
(Title)

located at \_\_\_\_\_, and its duly authorized representative states that effective this  
(Address of Contractor)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (date of submission of bid) the \_\_\_\_\_  
(Name of Contractor)

( ) is not charged with delinquent personal property taxes on the general list of personal property in Hartford County, Connecticut, or any other cities or counties containing property in the taxing districts under the jurisdiction of the Auditor of Hartford County, Connecticut

( ) is charged with delinquent personal property taxes on the general list of personal property in Hartford County, Connecticut, or any other cities or counties containing property in the taxing districts under the jurisdiction of the Auditor of Hartford County, Connecticut

County

Amount (include total amount and any penalties and interest thereon)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

(Affidavit)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

\_\_\_\_\_, 20\_\_.

**APPENDIX B**  
**OPERATING DATA**

## **APPENDIX C**

### **FOOD SERVICE EQUIPMENT LIST AND PLANS**

The Foodservice Equipment List and Reduced Plans are provided herein for reference purposes – these are enclosed separately as an enclosure to the RFP.

## Appendix D



SQUIRE, SANDERS & DEMPSEY L.L.P.

## MEMORANDUM

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

In 1997, the Internal Revenue Service (“IRS”) issued final regulations regarding the private business use of tax-exempt bond proceeds and bond-financed facilities. The final regulations generally apply to bonds issued on or after May 16, 1997.<sup>1</sup> The IRS also released Rev. Proc. 97-13 setting forth conditions under which management and other service contracts involving the use of bond-financed facilities will be treated as not giving rise to private business use of such facilities. Rev. Proc. 97-13 is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after May 16, 1997.<sup>2</sup>

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

#### *Management contracts may result in private business use.*

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

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

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

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

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

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

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

**IRS Guidelines Applicable to Management Contracts**

**Rev. Proc. 97-13, as mod. by Rev. Proc. 2001-39 (hereinafter, "Rev. Proc. 97-13")**

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

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

For purposes of the Rev. Proc. 97-13 guidelines, a contract term includes all periods covered by *renewal options*. “Renewal option” means a provision under which the service provider has a legally enforceable right to renew the contract. A provision under which a contract is automatically renewed for one-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

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

***“Capitation fee”*** means a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to

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

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

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

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

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

have been insufficient operations to establish a reasonable estimate of annual gross revenues and expenses. Section 5.03(6).

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

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

2. ***For all management contracts, compensation must be reasonable and not based, in whole or in part, on net profits.*** A management contract must provide for reasonable compensation for services rendered, with no compensation based, in whole or in part, on a share of net profits from the operation of the bond-financed facility. Section 5.02(1). A productivity reward equal to a stated dollar amount based on increases or decreases in gross revenues (or adjusted gross revenues) or reductions in total expenses (but not both increases in gross or adjusted gross revenues and reduction in total expenses) in any annual period during the term of the contract generally does not cause the compensation to be based on a share of net profits. Section 5.02(3).

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

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

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

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

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

*Squire, Sanders & Dempsey L.L.P.*

## Appendix E – Conflict of Interest Statute

**CT General Statutes Sec. 1-86. Procedure when discharge of duty affects official's or state employee's financial interests. Lobbyists prohibited from accepting employment with General Assembly and General Assembly members forbidden to be lobbyists.** (a) Any public official or state employee, other than an elected state official, who, in the discharge of such official's or employee's official duties, would be required to take an action that would affect a financial interest of such official or employee, such official's or employee's spouse, parent, brother, sister, child or the spouse of a child or a business with which such official or employee is associated, other than an interest of a de minimis nature, an interest that is not distinct from that of a substantial segment of the general public or an interest in substantial conflict with the performance of official duties as defined in section 1-85 has a potential conflict of interest. Under such circumstances, such official or employee shall, if such official or employee is a member of a state regulatory agency, either excuse himself or herself from the matter or prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why despite the potential conflict, such official or employee is able to vote and otherwise participate fairly, objectively and in the public interest. Such public official or state employee shall deliver a copy of the statement to the Office of State Ethics and enter a copy of the statement in the journal or minutes of the agency. If such official or employee is not a member of a state regulatory agency, such official or employee shall, in the case of either a substantial or potential conflict, prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the conflict and deliver a copy of the statement to such official's or employee's immediate superior, if any, who shall assign the matter to another employee, or if such official or employee has no immediate superior, such official or employee shall take such steps as the Office of State Ethics shall prescribe or advise.

(b) No elected state official shall be affected by subsection (a) of this section.

(c) No person required to register with the Office of State Ethics under section 1-94 shall accept employment with the General Assembly or with any member of the General Assembly in connection with legislative action, as defined in section 1-91. No member of the General Assembly shall be a lobbyist.

(P.A. 77-600, S. 8, 15; 77-604, S. 67, 84; P.A. 81-53, S. 1, 3; 81-472, S. 114, 159; P.A. 83-249, S. 8, 14; 83-586, S. 7, 14; P.A. 85-369; P.A. 89-97, S. 6, 7; P.A. 05-183, S. 10.)