

REQUEST FOR PROPOSALS

Facility Management and Operations Services

for

**Pratt & Whitney Stadium
at Rentschler Field**

East Hartford, Connecticut

Issued April 26,2024

Key Dates:

May 8, 2024- Submission of Letter of Interest

May 15, 2024- Pre-Bid Meeting

May 20, 2024 - Questions from Respondents Due

June 7, 2024- Proposals Due

A Public Solicitation Issued by the
Capital Region Development Authority

TABLE OF CONTENTS

I.	General information and Requirements	3
II.	Stadium Description	5
III.	Scope of Services	6
IV.	Submittal Requirements	10
V.	Selection Criteria	17
VI.	RFP Schedule.....	17
VII.	Rights Reserved to CRDA.....	18
VIII.	RFP Conditions.....	19

Exhibits

Exhibit A - Contract Compliance Package

- Notification to Bidders Form
- Bidder Contract Compliance Monitoring Report

Exhibit B - Non-Discrimination Certification

Exhibit C – Campaign Contribution Certification

Exhibit D – Consulting Agreement Affidavit

Exhibit E – SEEC Form 10 Notice to Executive Branch State Contractors and Prospective State Contractors

Exhibit F – CRDA Campaign Contribution and Solicitation Limitations

Appendices

Appendix I Revised IRS Guidelines Applicable to Management Contracts Involving Use of Bond-Financed Facilities

I. GENERAL INFORMATION AND REQUIREMENTS

A. Introduction

On behalf of the State of Connecticut, the Capital Region Development Authority (“CRDA”) is seeking proposals from qualified and experienced firms or teams of firms interested in providing facility management services and catering and concessions services, for Pratt & Whitney Stadium at Rentschler Field (“the Stadium”) in East Hartford, Connecticut.

A single firm may submit a proposal for stadium management services and catering & concessions services, or a team of firms may submit a proposal for such services (e.g., one entity would provide stadium management services and one would provide catering and concession services).

The current facility management agreement is set to expire on or about June 30, 2024. CRDA, a quasi-public agency of the State of Connecticut, operates the Stadium pursuant to a Memorandum of Understanding (the “MOU”) with its owner, the State Office of Policy and Management (“OPM”); the MOU expires on June 30, 2028. The Stadium is a State facility subject to all applicable regulations and requirements.

B. CRDA Contact Information

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

Kim Hart
Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819
Telephone: (860) 493-2925
E-mail: khart@crdact.net

All communications with CRDA regarding this RFP must be directed to Ms. Hart.

All communications with CRDA, OPM or the State of Connecticut, or any person representing CRDA, OPM, or the State of Connecticut concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by a respondent or its representatives may result in disqualification or other sanctions.

C. Letter of Intent

Interested firms/teams should submit a letter of intent to Ms. Hart by May 8, 2024 acknowledging receipt of the RFP and informing CRDA of its intent to respond. Entities should also provide the name, address, telephone and email address of the individual who can address inquiries related to this RFP and the firm’s proposal and receive clarifications or addenda from CRDA.

D. Pre-Bid Meeting

Firms/teams are strongly encouraged to attend a pre-bid meeting scheduled for **10:00 a.m. Eastern time on May 15, 2024** in the 3rd floor Club Room at Pratt & Whitney Stadium at Rentschler Field, 615 Silver Lane, East Hartford, CT 061108. (Any changes in date or location will

be noticed on the CRDA website at www.crdact.net). The purpose of this meeting will be to answer any questions pertaining to the RFP and to tour the Stadium.

E. Questions and Amendments

All questions regarding this RFP and submission requirements must be directed, in writing, to Ms. Hart at khart@crdact.net by May 20, 2024. Written responses to all questions will be posted by May 23, 2024 on the CRDA website at <https://crdact.net/rfps/> and on the State of Connecticut contracting portal.

Any amendments to this RFP will be posted on these Web sites and respondents are advised to periodically check the sites.

F. Additional Information

Supplemental materials to assist respondents in preparing their proposals are also available on the CRDA website at <https://crdact.net/rfps/>.

These materials include:

- CRDA Annual reports, including Stadium financial reports.
- Stadium facility site plan.
- OPM – UConn Stadium Lease.

Additional information is also available on the Stadium’s Web site at: www.rentschlerfield.com.

G. Proposal Deadline

Proposals submitted in response to this RFP must be submitted via email to khart@crdact.net by **3:00 p.m. Eastern time on June 7, 2024**:

H. Short List; Presentations

CRDA may decide on the basis of the proposals to “short-list” one or more respondents and invite them to make individual presentations. For planning purposes, such presentations, if requested, would be expected to take the week of June 10, 2024.

I. Qualified Management Contract

Respondents should be aware that the Stadium was constructed with the proceeds of tax-exempt bonds and that, with the exception of certain areas where “private activity” is permitted, the management arrangements for the Stadium, including the manager’s compensation, must satisfy the IRS standards for a “qualified management contract”, as set forth in IRS Revenue Procedure 97-13, a summary of which, prepared by the State’s bond counsel, is attached as Appendix I. The resulting management agreement awarded via the instant RFP shall have a three (3) year term, cancellable after the second year. All compensation shall be based on a period fixed fee for the term of the agreement.

II. STADIUM DESCRIPTION

Completed in 2003, the Stadium at Rentschler Field is an oval open-air facility occupying approximately 8.5 acres of the State-owned 146-acre parcel at Rentschler Field in East Hartford, Connecticut. The total Stadium capacity is 40,642, consisting of 38,110 permanent seats with an additional 2,532 standing room capacity in the scoreboard plaza. The Stadium has been designed with expansion capability to 50,000 seats.

The Stadium bowl surrounds the natural grass playing surface, which is 26 feet below grade level. The lower bowl completely surrounds the Stadium, while the upper bowl is open on the northwest side. A wide concourse area, which separates the upper and lower bowls, is surrounded on its perimeter by concession stands and restroom facilities.

The southwest side of the Stadium is framed by the “Tower,” a five-story structure which houses the club seating and clubroom area, 38 suites, press facilities and media/broadcast rooms. The clubroom is capable of seating 400 people in a banquet setting and is available for year-round catering activities, group meetings and other functions, hosting as many as 100 events annually.

Additional facilities, including administrative areas, the central kitchen, locker rooms and storage, are located on the below-grade service level on the southeast side of the facility.

The Stadium serves as the home of the University of Connecticut (“UConn”) Husky football program. It hosts a minimum of six games each year pursuant to a Lease Agreement that governs all elements of UConn’s use of the facility, including financial terms, Stadium responsibilities, sponsorship and advertising and naming rights. That Lease Agreement is set to expire on June 30, 2028.

The Stadium hosts other athletic, cultural, entertainment and civic events throughout the year. Currently the second largest natural grass facility in New England, the Stadium has welcomed a variety of international soccer matches, as well as rugby and lacrosse tournaments. It is also a popular location for charity walks, fun runs and obstacle races.

Parking for approximately 8,000 cars is currently available on the Stadium site, with an additional 1,000 spaces available on adjacent land under a parking lease with Raytheon, the parent company of the neighboring Pratt & Whitney Aircraft. Events bringing in more than 27,000 fans are a challenge for the Stadium and offsite parking locations have been used. The Raytheon lease is set to expire at the end of 2024 and the loss of those lots will create additional parking challenges that the selected firm/team will need to work with CRDA to address.

The current Stadium manager provides four (4) on-site employees at Rentschler Field, with most building services, including catering and concessions, parking, security and maintenance provided through specific subcontractors. Corporate services, such as payroll and invoice payment, are currently provided by the Stadium manager off-site.

Respondents should be aware that the Stadium was constructed with the proceeds of tax-exempt bonds and that, with the exception of certain areas where “private activity” is permitted, the management arrangements for the Stadium, including the manager’s compensation, must satisfy the IRS standards for a “qualified management contract”, as set forth in IRS Revenue Procedure 97-13, a summary of which, prepared by the State’s bond counsel, is attached as Appendix I.

III. SCOPE OF SERVICES

The selected firm or team of firms shall be prepared to perform its obligations in a prompt, diligent and professional manner consistent with other first-class stadium facilities.

1. Management Services

- **Management** – The selected firm/team shall assign to the Stadium a competent, full-time general manager to exercise general supervisory authority and control over the delivery of management services. Such general manager shall have no duties other than the day-to-day operation and management of the Stadium. The selected firm/team shall provide professional management for all aspects of Stadium operations. Resources should be expended efficiently, effectively, and for the exclusive use of the Stadium operations. The selected firm/team shall ensure that the Stadium and its assets are well maintained, in good order, clean, safe, and secure.
- **Customer Services** – The selected firm/team shall provide a high level of quality service to clients and patrons of the Facility. It shall establish operational policies and enter into vendor contracts to provide for all aspects of client and event-related requirements.
- **Event-Related Services** - The selected firm/team shall be responsible for various event-related tasks, including:
 - Provision of automated ticketing system, including ticket scanning capability;
 - Installation of required equipment, fixtures, markings, sound and lighting systems, communications systems, staging, rigging and other event-specific requirements not otherwise provided by licensee; and
 - Provision of all staff, ticket takers, ushers and other patron-related personnel required for event operations, including first-aid, emergency medical, and missing children services, other assistance to patrons generally and to those with disabilities in accordance with the requirements of the ADA.
- **Parking and Traffic** - The selected firm/team will be responsible for implementation of the Stadium parking plan, and will provide, or subcontract for and supervise, necessary parking management services. Such parking plan shall include on-site and designated off-site parking for events.
- **Security** - The selected firm/team shall provide security services during events and at such times when the Stadium is not in use. Tasks shall include cooperating with and assisting appropriate State and local public safety authorities with respect to the planning and implementation of the Stadium's security plan.
- **Maintenance** - The selected firm/team shall be responsible for cleaning, maintenance and repair of the Stadium and playing field and related systems and equipment, as well as post-event maintenance of both on-site and off-site parking lots.
- **Inventory** - The selected firm/team shall be responsible for maintenance of a personal property inventory at the Stadium in accordance with State requirements.

- **Administered Agreements** - The selected firm/team shall function as the State's contract administrator and comply with applicable lease or use agreements, including at the Stadium the lease which governs UConn use of the Stadium and the Stadium parking agreement with Raytheon, as well as agreements with various cell service providers to lease antenna space at the Stadium.
- **Financial Management** – The selected firm/team shall prepare for CRDA approval each year an annual plan and budget. The selected firm/team shall maintain all financial records, funds and accounts in accordance with State accounting requirements, and shall maintain and administer a revenue account, operating account, box office account and other accounts as are customary in connection with the operation of comparable facilities. The selected firm/team will be expected to make every effort possible to maximize revenues and minimize expenses and shall assist CRDA in identifying and realizing new revenue opportunities.
- **Reporting and Accountability** - The selected firm/team shall prepare and furnish to CRDA monthly and annual financial statements and reports, reports of sales and events, and reports of other financial and operating metrics as are customary for similar facilities and contractual arrangements and/or reasonable required by CRDA. Such statements and reports shall be of a scope and in a format approved by CRDA, shall include, as appropriate, comparisons to budget and prior year actuals, and shall be made available in an electronic format compatible with CRDA's financial accounting and reporting system. All such financial statements shall be subject to audit and the selected firm/team shall cooperate fully with the State Auditors of Public Accounts as required. CRDA shall have access to all financial records and operating data at all times.
- **Corporate Services** – The selected firm/team shall provide corporate services including procedures, systems and manuals relating to accounting and fiscal controls, operating procedures, purchasing, employment and training manuals and materials, personnel practices and similar matters.
- **Contract Negotiation/Administration** – The selected firm/team shall negotiate and administer contracts for vendor-provided services. Services may include, but are not limited to, food services, event staffing, security, electrical and utility services, telecommunication and data services, housekeeping, grounds keeping, parking and box office. All subcontracts shall be subject to review and approval by CRDA.
- **Small and Minority Business Utilization** - The selected firm/team 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 Stadium . Tasks shall include quarterly reporting to the State on Stadium utilization of such businesses.
- **Other Employment Preferences** - The selected firm/team shall assist the State in meeting statutory requirements (Connecticut General Statutes §32-656(a)) with respect to available and qualified residents of Hartford and East Hartford, as well as available and qualified members of minorities.
- **Media Relations** - The selected firm/team shall assist CRDA in answering inquiries from news and entertainment media regarding upcoming Stadium events and arranging for media access to events where allowed. Tasks shall include cooperating and coordinating with broadcast

media and providing access to broadcast facilities and hook-ups and other in-house services at the Stadium for use by broadcast media as is customary at comparable facilities.

- **Website** - The selected firm/team shall be responsible for maintaining and updating the Stadium's website.
- **Other** - The selected firm/team shall be responsible for any other services or activities incidental to the normal and professional operation of the Stadium or as otherwise reasonably requested by CRDA.

2. Event Scheduling and Booking

The selected firm/team shall be responsible for booking and scheduling of all Stadium events, with first priority given at the Stadium to UConn Division I-A football games in accordance with lease or use agreements entered into with UConn and other tenants. Revenue from non-UConn events, however, is also critical to maintaining the financial health of the Stadium and the selected firm/team must seek out additional sporting and entertainment events.

Tasks shall include review of the current Stadium booking policy and revision as needed. Such booking policy shall include guidelines for rental rates and service fees, booking priorities, periods of availability, use restrictions and other terms and conditions of Stadium availability for events. The booking policy shall also include provision for a limited number of community, charitable and other public service events.

3. Concessions and Catering

The selected firm/team shall be responsible for providing food and beverage services at the Stadium either directly or through a subcontractor. 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, 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 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. Catering and concession 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.

4. Marketing and Sponsorship

The selected firm/team will be responsible for conducting all marketing and promotional activities with respect to the Stadium, excluding UConn events, with the objective of maximizing revenue, utilization of the facility and attendance at events.

Tasks shall include the development and strategic implementation of a comprehensive Stadium marketing plan. The selected firm/team shall be responsible for the marketing and sale of advertising and promotional opportunities (e.g., signage, scoreboard and electronic advertising, print advertising on tickets, programs and other materials, and title sponsorship opportunities) to the extent these opportunities are not reserved to UConn in the case of the Stadium. The selected firm/team shall also work to maximize event-related sponsorships in collaboration with licensees.

The selected firm/team shall be responsible for marketing and sale of suites and Club Room for non-UConn events at the Stadium. Such firm/team shall also be responsible for marketing and sale of advertising and promotional opportunities in connection with catering and concessions operations, including branding and pouring rights and similar food and beverage sponsorships, to the extent not reserved to UConn in the case of the Stadium.

The advertising and sponsorship rights reserved to UConn under the terms of the Stadium Lease are as follows:

- Main and auxiliary scoreboard signage
- Façade and concourse signage (with the exception of food and beverage signage in the concessions areas)
- Temporary signage within the Stadium bowl
- Public address announcements
- Fanfest (pregame interactive exhibit area) and
- Videoboard.

The selected firm/team shall respect any existing Stadium relationships with UConn partners but may explore opportunities with UConn to mutual benefit the parties.

The selected firm/team shall also assist the State in developing a strategy for the sale of naming rights at the Stadium. Respondents should note that naming rights for the overall Stadium facility are not available for sale until 2032, pursuant to a naming rights agreement with Raytheon, the parent company of Pratt & Whitney. This restriction, however, does not apply to discrete components of the Stadium.

Please note that CRDA reserves the right to review and approve advertising and sponsorship agreements prior to execution. Certain categories of advertising may be deemed inappropriate by CRDA.

IV. SUBMITTAL REQUIREMENTS

All submissions must follow the required format and address all applicable requirements listed in the prescribed order using the numbering system below. Failure to follow the required format may result in disqualification of a submission.

Part 1 – Cover Letter

The cover letter should be signed by a person authorized to legally bind the respondent and must include the following items:

- The identity of the proposing firm/team and any partners, consultants or subcontractors included as part of the proposal, and a description of respondent's legal form and domicile.
- The names of the individuals involved in the preparation of the proposal and of any individuals employed or compensated to develop or advocate or solicit for the proposal along with their relationship to the proposing firm/team.
- A statement confirming that the respondent has sole and complete responsibility for performing the services as proposed.
- A statement expressly acknowledging, accepting and agreeing to the RFP Conditions in Section VIII of this RFP.

Part 2 – Table of Contents

Respondents 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.

Part 3 – Organizational Profile

- a. Qualifications. Describe how your experience or special knowledge, skills or abilities meet the State's needs as outlined in this RFP.
- b. Summary of Relevant Experience. Provide a listing of comparable facilities for which the respondent and/or its proposed management team currently provide facility management services or have provided such services within the last three (3) years. Additionally, provide detailed information on the type of facility, annual attendance and scope of services provided. Include name, title, address, telephone and email address of the client contact or contract administrator.

Provide a comprehensive list of facility management contracts that have been terminated or have not been renewed with your firm since 2019. Include name, physical address, and type of facility, plus the name, title, address, telephone and email address of the client contact or contract administrator.

c. Organization Chart. Include data describing the firm/team's current organization, date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy and financial performance. Provide a diagram showing the hierarchical structure of functions and positions within the organization.

d. Financial Condition. If the respondent is a firm or corporation, include the three (3) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If the submission has been in business for less than three (3), such respondent must include any financial statements prepared by a Certified Public Accountant and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

e. References. Include the names of references that have contracted with the respondent for facility management services. Provide the following information for each reference: name, title, name of organization, address and telephone number, as well as a brief description of the services provided if they are not included in the Summary of Relevant Experience.

Part 4 – Partners and Subcontractors

a. If the proposal is submitted jointly by two (2) or more entities that will share responsibility for contract performance in any way, provide the same information required under Parts 3 and 5 for each such entity.

b. If any services are proposed to be subcontracted, identify the proposed subcontractor, its relevant qualifications and experience, and any affiliate or other relationship to the respondent. If services are proposed to be subcontracted but the subcontractor has not yet been identified, describe the process and criteria by which the respondent intends to select the subcontractor (subject to CRDA approval).

Part 5 – Conflict of Interest

Please discuss any competing facilities connected to the respondent. Include any facilities in the State of New York 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 the Stadium for booking events. Present a plan for preventing any conflict of interest in managing competing facilities.

Part 6 – Stadium Management and Operation Plan

- Describe your firm/team's vision for managing the Stadium. Describe your firm/team's understanding of the State's goals for the Stadium and how your firm/team will achieve them.
- High-quality service and unique experience are essential to user satisfaction. Describe the experience your firm/team will provide users of the Stadium.
- Describe your firm/team's short-term goals for the Stadium.

- Describe how the management function will be organized and provide a staff organizational chart. Include information on the onsite management team and the functions they will perform. Please be specific about the proposed start dates (in general) for key staff members. If possible, identify the on-site general manager proposed for the Stadium.
- Describe the proposed approach to event coordination, production, staffing and servicing.
- Describe how event staff will be recruited, organized, and trained.
- Describe the proposed approach to human resources and payroll services. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.
- Describe how your firm/team will assist CRDA in meeting its small- and minority-owned business hiring goals, as well as its goals related to the hiring of minorities and residents of Hartford and East Hartford.
- Propose a budget approval and internal review process.
- Identify any value-added services and benefits your firm/team can provide.
- Identify any issues or concerns.

Part 7 – Stadium Event Scheduling and Booking Services

- Describe your firm/team’s proposed approach to booking and scheduling non-UConn events at the Stadium, including promotion, advertising and overall marketing of events. Describe your firm/team’s experience in securing events at other facilities.
- Describe the resources and experience your firm/team can provide in order to maximize the number of quality events at the Stadium, including any relationships or arrangements with event promoters or other parties that might bring events to the Stadium.
- Describe the subcontracts or other relationships you would propose to enter into or develop with respect to producers or other third parties with respect to event bookings.
- Describe your firm/team’s working relationship, if any, with the UConn Division of Athletics.

Part 8 – Stadium Marketing Plan

- Describe proposed marketing and promotional concepts that will further the success of the Stadium while also maximizing the benefits to the greater Hartford area. This should include your approach to promoting, copromoting and/or creating new events at the Stadium.
- Describe proposed approach to booking/scheduling, promoting, advertising and marketing events at the Stadium. Include procedures and policies for scheduling events with outside promoters, event coordinators and others. Also describe your approach for booking/scheduling local events. Include specific examples of your ability to attract and successfully service and implement the proposed events. In addition, respondents shall include any available evidence and examples of networking among the respondent's clients or other means used to enhance programming and describe the extent to which such means would be available at the Stadium .
- Describe past experience working with collegiate and/or professional sports tenants, in a publicly owned facility in marketing and booking outside events. Describe how event scheduling and promoting will be coordinated with tenants or other entities.
- Describe the marketing plan for luxury suites, premium seating and other private use areas at the Stadium .
- Describe the organization of the proposed marketing staff for the Stadium. Provide an organizational chart listing positions, functions and responsibilities.
- Discuss any competing facilities managed by the respondent. Include any facilities in the State of Connecticut or in the greater New England region, regardless of size, and any facilities anywhere in the United States that are of such a size or in such a market as to compete with the Stadium for booking events. Identify any limitations or restrictions imposed on respondent under agreements with other facility owners. Present a plan for preventing any conflict of interest in managing competing facilities.

Part 9 – Catering and Concession Plan

- Describe the proposed approach for providing catering and concession services at the Stadium . Will such services be provided by respondent or an affiliate or be subcontracted? Is there a proposed subcontractor for purposes of evaluation of the proposal? If not, how do you propose to select a subcontractor or subcontractors for catering and concession services?

Part 10 – Stadium Financial Plan

- Provide a strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of the Stadium.

Part 11 – Term and Compensation Proposals

Describe the proposed compensation arrangements for Stadium management and operation. Specifically address the following:

- a. Base Fee – The amount of the annual fee for management services, if any;
- b. Capital Investments – Identify areas in which the respondent proposes to invest in Stadium capital additions or improvements, fixtures, equipment, on-going operational costs or other aspects of the Stadium, including any revenue enhancing investments. Describe the amount, timing, and terms of amortization, repayment or other recovery of any such investment;

As noted above, management services and booking services at the Stadium are subject to IRS private activity rules and must satisfy the requirements for a “qualified management contract” described in Appendix A. CRDA will require a three (3) year contract term cancellable after two (2) years.

Part 12 – Additional Data

Provide any additional information that the respondent wishes to bring to the attention of CRDA that is relevant to this RFP.

Part 13 – Required Forms

Exhibit A – Contract Compliance Package

Exhibit B - Nondiscrimination Certification

Exhibit C - CT Gift and Campaign Contribution Certification

Exhibit D - Consulting Agreement Affidavit

Exhibit E - SEEC Form 10

Exhibit F - CRDA Form A Campaign Contribution and Solicitation Limitations

V. SELECTION CRITERIA

CRDA desires to employ the best-qualified firm or team of firms, who in its opinion will continuously provide top-quality service and product quality. As such, these criteria will be most important in the final selection process, and the right is reserved by CRDA to reject all proposals or any proposal for whatever reason including non-conformance with the proposal document formats as requested. The final decisions made by CRDA will be made in its overall best interests.

The following criteria shall be among those utilized in the selection process. They are presented as a guide for the respondent in understanding the State’s requirements and expectations and are not necessarily exclusive or presented in order of importance.

- A. The business organization of the respondent, including financial history.
- B. Experience with comparable facilities of similar size and with similar service requirements as the Pratt & Whitney Stadium and the Connecticut market.
- C. Experience in seeking out and booking events in order to supplement facility revenues.
- D. Key Personnel.
- E. Experience with publicly financed facilities.
- F. References.
- G. Demonstrated commitment to affirmative action.
- H. Financial terms of the proposal.

VI. RFP SCHEDULE

RFP Issued.....	April 26, 2024
Letters of Interest due	May 8, 2024
Pre-bid Meeting	May 15, 2024
Questions due	May 20, 2024
Proposals due	June 7, 2024
Short list presentations	June 12, 2024
Selection.....	June 14, 2024

Proposals submitted in response to this RFP must be submitted by 3:00 p.m. Eastern time on June 7, 2024.

Late submissions will not be accepted. CRDA shall not be responsible for misdirected or lost submissions.

No additions or changes to the original submission will be allowed after submittal. CRDA reserves the right, at its sole and absolute discretion, to request clarification or amplification of any information submitted under RFP process. CRDA, at its sole and absolute discretion, may allow respondents the opportunity to submit any missing information. Any costs or expenses associated with such requests shall be the sole responsibility of the respondent.

VII. RIGHTS RESERVED TO CRDA

CRDA 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. CRDA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CRDA would be served.

CRDA 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 CRDA shall not constitute a breach of contract on the part of CRDA 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 CRDA and the respondent.

CRDA reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and firm(s) that, in the CRDA's sole discretion, is in the best interests of CRDA.

1. CRDA reserves the right to:
 - a. Amend, modify, or withdraw this RFP;
 - b. Revise any requirements under this RFP;
 - c. Require supplemental statements of information from any respondent;
 - d. Extend the deadline for submission of proposals hereto;
 - e. Negotiate or hold discussions with any bidder to correct insufficient proposals that do not completely conform to the instructions and contained herein;
 - f. Waive any nonconformity with this RFP;
 - g. Request additional information or clarification of information provided in the proposal without changing the terms of the RFP;
 - h. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm(s);

CRDA may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of proposals hereto or otherwise. Proposals hereto will be prepared at the sole cost and expense of the bidder.

2. Nothing stated at any time, by any representative of CRDA, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing by CRDA;
3. Firms/teams responding hereto must agree to keep confidential their proposals and any information received from CRDA;
4. CRDA 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 CRDA;
5. Neither CRDA 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;
6. All proposals 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 CRDA to reject the proposal.

VIII. RFP CONDITIONS

- A. CRDA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. CRDA 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 CRDA. 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 CRDA 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**, CRDA will endeavor to keep said information confidential to the extent permitted by law. CRDA, 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 CRDA or any of its staff have any liability for disclosure of documents or information in

the possession of CRDA which CRDA 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 C.G.S. § 1-210(b) 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 C.G.S. § 1-210(b).

- 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 CRDA.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by CRDA.
- 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 CRDA action will be accepted.
- G. CRDA may amend or cancel this RFP or modify the schedule, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interests of CRDA. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm/team's submission not being considered.
- H. CRDA 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 CRDA at the respondent’s sole cost and expense.
- L. Respondents may be asked to give demonstrations, interviews, presentations or further explanations 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 CRDA 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 CRDA 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 CRDA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. CRDA 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 CRDA. The contract may be amended only by means of a written instrument signed by CRDA and the respondent.
- P. Pursuant to C.G.S. § 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 C.G.S. § 4a-81.
- Q. Pursuant to C.G.S. § 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 C.G.S. § 4a-50, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Pursuant to C.G.S. § 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 CRDA promptly.

- R. CRDA is 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 CRDA.
- S. 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 CRDA, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by CRDA. At its discretion, CRDA 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.
- T. The respondent is willing to furnish a facility bond and a performance bond if required by CRDA.

EXHIBIT A

CONTRACT COMPLIANCE PACKAGE

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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

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

PART IV - Bidder Employment Information

Date:

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

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

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE

MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Appendix A



LEGAL
COUNSEL
WORLDWIDE

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, 1997.¹ 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, 1997.²

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).

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).

¹ 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.

² 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 retroactivity to existing bonds.

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,³ 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 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

³ 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).

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).

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