

REQUEST FOR PROPOSALS

ARCHITECTURAL/ENGINEERING INSPECTION SERVICES

TO

THE CAPITAL CITY ECONOMIC DEVELOPMENT AUTHORITY

FOR THE

PARKING FACILITIES LOCATED AT
ADRIAEN'S LANDING

December 2, 2011

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Exhibits and Attachments

- Exhibit “A” State of Connecticut Certificate of Non-Discrimination
- Exhibit “B” Proposal Letter

- Attachment 1 – Exhibit C Notification to Bidders Form
- Attachment 1 – Exhibit D Evidence of Non-discrimination Form
- Attachment 1 – Exhibit E Employment Information Form

I. BACKGROUND

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. The development currently includes, among other things, 2,800+ parking spaces housed in two structured parking garages.

The Capital City Economic Development Authority ("CCEDA" or "Owner") is the developer and owner of the Adriaen's Landing Parking Facilities. Currently, we hold a parking management contract with one contractor for the parking management services of our parking facilities.

CCEDA is seeking Architectural/Engineering management firms to provide inspection services for its Convention Center Garage ("CTCC Garage") and the Front Street North Garage (the "North Garage").

CTCC Garage consists of a precast concrete eight level garage tower that was completed in January 2005 as well as a poured-in-place two level concrete garage that was completed in June of 2005. The tower portion of the garage is adjacent to the poured garage and the two facilities are connected on the first and second levels. As a whole, the CTCC Garage is 980,238 gross square feet with approximately 2177 parking spaces.

The North Garage is a six level precast garage that was completed in October of 2005. It is a 257,096 gross square foot parking facility with 651 spaces.

II. SCOPE OF SERVICES

TASK 1 – CONDITION ANALYSIS

For each parking structure, consultant will perform a field survey and analysis to determine current conditions in the facility. Scope shall include the following:

1. The consultant will attend an Initial Project Conference with the Owner.
2. Review available construction plans and specifications, previous repair documents, reports and other information provided by the Owner regarding any maintenance or repairs that have been completed to the facilities.
3. Conduct a field examination of the physical condition of the structural elements of the garages as follows:
 - Review supported floors, columns, beams and ceilings, and expansion joints through visual observations to locate and document concrete spalling, cracking, leaching, leaking, joint conditions, and similar deterioration on the concrete portions of the parking structure; and
 - Perform a chain drag delamination survey of cast concrete floor surfaces to detect subsurface, corrosion-induced delamination that may not yet be visible. Document areas of deterioration.

4. Perform a visual examination of non-structural systems including:
 - Building exterior including the faced, bumper walls/guardrails, and similar construction;
 - General conditions of floor drains, drain leaders, fire protection standpipes, and fire sprinkler system;
 - Stair and elevator towers, handrails, guardrails;
 - Drainage; and
 - Existing signage and review wayfinding.
5. Perform an evaluation of the existing lighting system including physical condition of visually observable conduit, fixtures, and electrical controls. Review components of the electrical room;
6. Perform materials testing of concrete core samples removed from the parking garage to determine the in-place characteristics of the concrete. *Tests that will be considered, depending upon the types of deterioration observed, include:*
 - Chloride ion (road salt) content tests to determine the concentrations of chloride at incremental depths in the concrete floors; and
 - Petrographic (microscopic) examination of samples to determine the composition of the concrete including durability characteristics such as air-void system and cement content. This test will only be conducted if visual observations indicate problems with the concrete's durability.

TASK 2 – WORK BY CONTRACTOR

1. As part of this proposal, the Consultant shall hire contractor's and manage them, as subcontractor's to provide the following:
 - Performing destructive exploratory work at locations deemed appropriate from the delamination testing under #3 above and where agreed upon with the Owner and for pricing purposes, assume six (6) locations for this exploration at each garage;
 - Participate in the pricing component of this proposal as outlined in Task 3 below. This pricing exercise shall be at the cost of and under the supervision of the Consultant;
 - Provide a Site specific traffic and safety plan, submitted to and approved by the Owner for all field activities related to the physical exploratory work. Signs, barricades etc. required for the safe performance of this work in an active parking garage shall be included in the pricing of this proposal;
 - All contractor costs, coordination, insurance etc. related to contractor work shall be included in the pricing of this proposal; and
 - The selected contractor shall be one of the several local contractors acceptable to the Owner for the performance of the type of work this study is anticipated to recommend.

TASK 3 – PRICING ESTIMATES

1. Cost estimating shall be a part of this proposal and shall include an itemized schedule of values for all work deemed necessary by the finished report, including design work for bid documents along with full construction administration services.

TASK 4 – FINAL REPORT

Following the completion of field examination, Consultant will present the Owner with a report on the garages outlining their findings and recommendations. The report shall include the following:

- Identify any immediate repairs to structural elements necessary to maintain safety and serviceability; this shall include sealants, special coatings, etc. as deemed helpful by the Consultant;
- Findings and observations of the field examination, including test reports, photographs, cost estimates, conclusions and recommendations;
- Discussion of repair requirements and the cause of the deterioration;
- Comparison of potential alternative repair methods including their life expectancy, relative costs, and cost-effectiveness. Probable costs for each repair alternative, and life cycle cost analysis where appropriate;
- Prioritize the recommended repairs;
- Recommendations for implementation of the repairs over a three to five year period based on priority;
- Consultant will meet with the Owner to discuss and review each report;
- Fees for conducting updates of the report in years, 5, 10 and 15 after initial report; and
- Schedule for completion.

III. REQUIRED INFORMATION & FORMAT

A. Contact Information

Provide the information requested below:

1. Name of Proposer;
2. Mailing Address;
3. Telephone Number;
4. E-mail Address; and
5. Name of Proposer's Representative.

B. Proposers Qualifications

- Describe the hierarchical structure, functions, and positions within the organization;
- Describe your firm's experience, skills and abilities to perform the services contemplated in the Scope of Services.

C. Key Personnel

- Identify key personnel who will be assigned to each Task delineated in the Scope of Services, including such individual's experience and background relevant to this assignment;
- State the portion of time that such personnel will allocate to each task; and
- Attach résumés reflecting the qualifications for all key personnel assigned to this project.

D. Work Plan

- Describe strategies and methodologies that will be used to complete the individual Tasks listed in the Scope of Services.

E. Cost

- Provide a lump sum detailed cost proposal, including a breakdown of costs to according to the following:

Condition Survey and Evaluation \$ _____

Proposed Laboratory Testing \$ _____

Future Condition Surveys \$ _____

Out-of-pockets Expenses \$ _____

Lump Sum Total Cost \$ _____

F. Completed Forms

- Signed Non-discrimination Certification (Exhibit A)
- Signed Proposal Letter (See Exhibit B)
- Signed Notification to Bidders Form (Attachment 1 – Exhibit C)
- Signed Evidence of Non-discrimination Form (Attachment 1 – Exhibit D)
- Completed Employment Information Form (Attachment 1 – Exhibit E)

IV. SUBMISSION DEADLINE

The following timeline, up to and including the deadline for submitting proposals, shall be changed only by an amendment to this RFP. Dates after the deadline for submitting proposals are target dates only. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by CCEDA.

RFP Released	December 2, 2011
Site Visit	December 14, 2011 (2:00 PM)
Deadline for Submitting Questions	December 21, 2011 (3:00 PM)
Official Answers Released	December 23, 2011
Deadline for Submitting Proposals	January 5, 2012 (3:00 PM)
Proposers Interviews	January 11, 2012
Contractor Selection	January 13, 2012
Start of Contract Negotiations	January 16, 2012

V. REVIEW CRITERIA

Proposals from individuals or firms will be rated according to:

1. Firm's qualifications and experience;
2. Professional qualifications of key personnel assigned to this project;
3. Proposer's work plan;
4. Costs; and
5. Proposer's commitment to affirmative action.

VI. INSTRUCTIONS FOR PROPOSERS

A. Official CCEDA Contact. The Official Agency Contact for the purpose of this RFP is Ms. Jennifer Gaffey. All communications with CCEDA must be directed to Ms. Gaffey at the address provided below:

Ms. Jennifer Gaffey
Capital City Economic Development Authority
100 Columbus Boulevard, Suite 500
Hartford, Connecticut 06103
(860) 527-0100
E-mail: jgaffey@cceda.net

B. Proposer's Representative(s). Proposer must designate an authorized representative, including the name, title, address, telephone number and E-mail address for each representative.

C. Communications Notice. All communications with CCEDA concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by Proposers or their representatives may result in disqualification or other sanctions, or both.

D. Proposers' Interviews. The screening committee will review all submitted proposals that are submitted timely. The screening committee will conduct interviews with select Proposers on January 11, 2012 at the Connecticut Convention Center.

E. Inquiry Procedures. Proposers may submit questions about the RFP to the Official Agency Contact on or before December 21, 2011. Questions must be in writing and submitted by US mail, facsimile or E-mail. Questions will not be accepted over the telephone. Anonymous questions will not be answered. CCEDA reserves the right to provide a combined answer to similar questions. CCEDA will distribute official answers to the questions, in the form of a written amendment, not later than December 23, 2011 to all Proposers who submitted a letter of intent. Any Proposer who has not received the amendment within two business days following the distribution date may contact the Official Agency Contact by telephone to request a copy.

F. Confidential Information. Proposers are advised not to include in their proposals any proprietary information. The CT Freedom of Information Act 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 statute (C.G.S. § 1-19(b)(5)). If the information is not readily available to the public from other sources and the Proposer submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.

G. References. Include two letters of reference from recent clients. Provide the following information for each reference: name, title, company address, and telephone number.

VII. RFP REQUIREMENTS AND CONDITIONS

Important Note: All Bidders must be willing to adhere to the following conditions and must positively state this in the proposal.

- a. All proposals in response to this RFP are to be the sole property of CCEDA. Bidders are encouraged not to include in their proposals any information that is proprietary.
- b. Any product, whether acceptable or unacceptable to CCEDA, developed under a contract awarded as a result of the RFP is to be the sole property of CCEDA.
- c. The bidder agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- d. CCEDA may amend or cancel this RFP, prior to the due date and time, if CCEDA deems it to be necessary, appropriate or otherwise in the best interests of CCEDA.
- e. The price quoted includes all travel and related out-of-pocket expenses that will be incurred. Cost estimates will be considered as "not to exceed" quotations, except to the extent that the assumed scope is changed, against which time and expenses will be charged. CCEDA as a political subdivision of the State

of Connecticut is exempt from the payment of excise, transportation, and sales taxes therefore such taxes must not be included in the price quoted. Finally, 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 Chairman or Executive Director of CCEDA.

f. 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 CCEDA, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by CCEDA. At its discretion, CCEDA 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 CCEDA.

g. Any costs and expenses incurred by bidders in preparing or submitting proposals are the sole responsibility of the bidder. A bidder, if requested, 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 proposal.

h. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by CCEDA at the bidder's sole cost and expense.

i. The bidder awarded the contract may be required to give presentations to the extent necessary to satisfy CCEDA's requirements or needs. In some cases, bidders may have to give presentations or further explanation to the RFP evaluation committee.

j. The bidder represents and warrants that the proposal is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder 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 CCEDA participated directly in the bidder's proposal preparation.

k. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.

l. The contract document will represent the entire agreement between the bidder and CCEDA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. Any contract awarded as a result of this RFP must be in full conformity with the statutory requirements of the State of Connecticut and the federal government. CCEDA shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by CCEDA. The contract may be amended only by means of a written instrument signed by CCEDA and the bidder.

m. Any firm awarded a contract under this RFP is prohibited from working on any other project related to the overall Adriaen's Landing project except with the express written permission of CCEDA.

n. An authorized officer of the firm must sign the submitted proposals. Proposals must also provide name, title, address and telephone number for individuals with CCEDA to negotiate and contractually bind the firm, and for those who may be contacted for the purpose of clarifying the information provided.

VIII. CCEDA STANDARD CONTRACT REQUIREMENTS

Any resulting Contractor shall adhere to the State's contracting requirements, to wit:

A. Entire Agreement

This Agreement embodies the entire agreement between CCEDA and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing, signed by both parties. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by CCEDA, Contractor shall promptly estimate their monetary effect and so notify the CCEDA. No change shall be implemented by Contractor unless it is approved by CCEDA in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If CCEDA determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and CCEDA will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to CCEDA hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to CCEDA, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

E. Labor and Personnel

At all times, Contractor shall utilize qualified personnel and any CCEDA approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise CCEDA promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Agreement. CCEDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CCEDA to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the CCEDA for any economic detriment caused the CCEDA by such subcontract arrangement.

Contractor shall, if requested to do so by the CCEDA, reassign from CCEDA account any employee or authorized representatives whom CCEDA, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, CCEDA shall give ten (10) days notice to Contractor of CCEDA's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy CCEDA that the employee should not be reassigned; however, CCEDA's decision in its sole discretion after such five (5) day period shall be final. Should CCEDA still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from CCEDA's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In case of known conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to CCEDA for clarification. CCEDA shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions that are performed by Contractor prior to clarification by CCEDA shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the CCEDA, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from CCEDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

I. Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services.

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement

and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to CCEDA's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CCEDA and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above, a one million dollar (\$1,000,000) liability insurance policy or policies provided by an insurance company or companies licensed to do business in the State of Connecticut. Said policy or policies shall cover all of the Contractor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The State shall be named as an additional insured.

In addition, the Contractor shall at its sole expense maintain in effect at all times during the performance of its obligations hereunder the following additional insurance coverages with limits not less than those set forth below with insurers and under forms of policies approved by the State Insurance Commissioner to do business in Connecticut:

<u>Coverage:</u>	<u>Minimum Amounts and Limits</u>
1. Workers' Compensation	Connecticut Statutory Requirements
2. Employer's Liability	To the extent included under Workers' Compensation Insurance Policy
3. Adequate comprehensive Vehicle Liability Insurance covering all vehicles owned or leased by Contractor and in the course of work under this Agreement:	
a. Bodily Injury Insurance meeting Connecticut statutory requirements;	
b. Property Damage Insurance meeting Connecticut statutory requirements;	

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

Contractor shall deliver Certificates of Insurance relating to all of the above referenced coverages to the State at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30)

days advance notice will be given in writing to the State prior to cancellation, termination or alteration of said policies of insurance.

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by CCEDA or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the

State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by CCEDA or developed internally by Contractor with regard to CCEDA will be treated as proprietary to CCEDA and confidential unless CCEDA agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by CCEDA or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to CCEDA of the need for the disclosure and will not disclose absent consent from CCEDA. In the event that such information is requested from the Contractor by a judicial order or that such information already exists in the public domain, Contractor shall be released from this obligation.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify CCEDA of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to CCEDA.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of this Agreement. Contractor

represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of this Agreement as it may be amended will render the contract voidable at the option of the CCEDA upon notice to the Contractor. Contractor warrants that it will hold CCEDA harmless from any liability which may be imposed upon CCEDA as a result of any failure of the Contractor to be in compliance with this Act.

Q. Non-Discrimination

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as they relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

R. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, concerning labor employment practices and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor

Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland Promulgated August 4, 1999, concerning violence in the workplace and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, promulgated July 13, 2006, concerning contracting reforms, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it.

S. No Recourse

It is expressly understood and agreed that the directors, officers and employees and agents of CCEDA are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. Contractor further acknowledges that CCEDA is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

T. Assignability

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

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

CCEDA shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by CCEDA of any payment to the Contractor constitute or be construed as a waiver by CCEDA of any breach of covenant, or any default that may then exist, on the part of the Contractor and the making of any such payment by CCEDA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CCEDA in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of CCEDA, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. Intentionally Omitted

BB. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

CC. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a Large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to CCEDA in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Further, Contractor 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. Contractor 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. Contractor shall supply such affirmations to CCEDA promptly. "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 § 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

DD. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. 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.

EE. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

FF. Campaign Contribution and Solicitation Prohibitions

For all State contracts 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

End of RFP Document

Exhibit A



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that 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 less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

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

represent that I am authorized to execute and deliver this representation 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

Date

Printed Name

EXHIBIT B

PROPOSAL LETTER CAPITAL CITY ECONOMIC DEVELOPMENT AUTHORITY

It is understood and agreed that we have read CCEDA specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

Respectfully submitted,

Legal Name of Bidder

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

E-mail Address

Remittance Address (if different from street address)

City, State, Zip Code

Location of Bidder

Bidder is: Individual Partnership Corporation* Joint Venture

State of Incorporation: Connecticut Other:

Is Corporate Seal Available In Connecticut: Yes** No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

Attachment 1

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 Capital City Development Authority (CCEDA), 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 Connecticut General Statutes Sections 46a-68-1 to 46a-68-17, inclusive.
- The bidder's submission of Employment Information Form or EEO-1/ EEO-4 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 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 CCEDA with information about their organizations.

Information Forms are provided, with instructions, (see Attachments) that must be completed, signed by responsible parties and returned to CCEDA with the response to the Request for Proposals.

VENDOR'S PACKAGE

- 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. Evidence of Nondiscrimination Form
 3. Employment Information Form

If the vendor submitting the bid files an EEO-1 or an EEO-4 form with the Federal Government, a copy of the EEO-1 or EEO-4 may be attached to the Employment Information Form in lieu of completion.
- Definitions and descriptions to assist in completing the Employment Information Form

CONTRACT COMPLIANCE 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 the awarding of 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 the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9.” “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; or (6) American Indians . . . “ An individual with a disability is also a minority business enterprise as provided by Section 32-ne 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 requirement:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Connecticut General Statutes Sections 46a-68-1 to 46a-68-17 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 work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate 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)

Attachment 1 – Exhibit D

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

EVIDENCE OF NONDISCRIMINATION FORM

Vendor Name		
Street Address		
City	State	Zip
Contact Person	Title	
()		
Telephone Number		

We have read the extract provided of C.G.S. Section 4a-60 and Connecticut State Agencies' Regulations Section 46a-68j-23 and agree with the principles expressed therein. We offer as evidence of nondiscrimination and of our agreement and ability to meet contract compliance regulations one or more of the following factors and have enclosed appropriate, related documentation. Note: If the vendor/bidder/contractor is an individual and does not employ anyone, please check here [] and sign below.

FACTORS

EVIDENCE ENCLOSED

- | | |
|--|-------------------------|
| (a) success in implementing an Affirmative Action Plan; | _____
_____ |
| (b) success in developing an apprenticeship program in compliance with Connecticut General Statutes Sections 46a-68-1 to 47a-68-17 inclusive; | _____

_____ |
| (c) promise to develop and implement a successful affirmative action plan; | _____
_____ |
| (d) submission of Employment Information Form or EEO-1/EEO-4 data indicating that the composition of its workforce is at or near parity in the relevant labor market area; and | _____

_____ |
| (e) promise to set aside a portion of the contract for legitimate minority business enterprises. | _____
_____ |

Signature

Title

Date

Attachment 1 – Exhibit E

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

EMPLOYMENT INFORMATION FORM

WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT

Vendor/Bidder/Contractor _____

Contact Person _____

Date _____

Address _____

Telephone _____

Bid Number _____

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

JOB CATEGORIES	OVERALL TOTALS (Sum of all col: A-E Male & Female)	A WHITE (Not of Hispanic Origin)		B BLACK (Not of Hispanic Origin)		C HISPANIC		D ASIAN or PACIFIC ISLANDER		E AMERICAN INDIAN ALASKAN NATIVE		F PHYSICALLY DISABLED	
		Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female	Male - - - - -	-Female
Officials & Managers													
Professional													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTALS of ABOVE													
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No							Explain:						
If CT based, do you post all employment openings with the State of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No							Explain:						
Do you implement a written Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No							Explain:						
DESCRIBE YOUR RECRUITMENT, HIRING, TRAINING, AND PROMOTION ANTIDISCRIMINATION PRACTICES													

I am an individual with no employees. (Please sign below. Print or type name beneath signature.)

I have submitted a Federal EEO-1 or equivalent. See attachment. (Please sign below. Print or type name beneath signature.)

Signature _____

Title _____

Date _____

DEFINITIONS OF RACES AND OCCUPATIONS

RACE/ETHNIC IDENTIFICATION

- A. **WHITE** - (not of Hispanic origin) - All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.
- B. **BLACK** - (not of Hispanic origin) - All persons having origins in any of the Black racial groups of Africa.
- C. **HISPANIC** - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.
- D. **ASIAN OR PACIFIC ISLANDER** - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- E. **AMERICAN INDIAN OR ALASKAN NATIVE** - Persons have origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- F. **PHYSICALLY DISABLED** - Persons who have any chronic physical handicap, infirmity or impairment, whether congenital or resulting from bodily injury, organic processes or changes or from illness, including but not limited to blindness, epilepsy, deafness or hearing impaired or reliance on a wheelchair or other remedial appliance or device.

DESCRIPTION OF JOB CATEGORIES

- 01. **OFFICIALS AND MANAGERS** - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Include officials, executives, middle management, plant managers, department managers, department manager and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.
- 02. **PROFESSIONALS** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots, and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.
- 03. **TECHNICIANS** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two years of post high school education such as offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes computer programmers, drafters, engineering aids, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic, physical science), and kindred workers.
- 04. **SALES WORKERS** - Occupations engaging wholly or primarily in direct selling; Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

05. OFFICE AND CLERICAL WORKERS - Includes all clerical-type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.
06. CRAFT WORKERS (SKILLED) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.
07. OPERATIVES (SEMI-SKILLED) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.
08. LABORERS (UNSKILLED) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes; garage laborers, car washers and greasers, gardeners (except form) and groundskeepers, longshoremen and stevedores, lumbermen, digging, mixing, loading, and pulling operations, and kindred workers.
09. SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.
10. APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
11. TRAINEES - Persons engaged in formal training for craft workers when not trained under apprentice programs - operative, laborer, and service occupations; also persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.