CCSU BID

NO. 2017-11

PURCHASING DEPARTMENT INSERT

DOCUMENT PACKAGE

PROJECT TITLE: **BURRITT LIBRARY MEDIA CENTER**

STATE PROJECT #: **N/A**

CCSU PROJECT #: **22-87**

CONTRACT DOCUMENT DATE: **JUNE 10, 2016**

LIST OF FORMS

The documents listed below comprise the **"PURCHASING DEPARTMENT INSERT, DOCUMENT PACKAGE"** for the above referenced Project. These documents are incorporated into and made a part of the Contract Documents for the above Project, as though bound therein.

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The Bidder must detach and fill out the following documents and return them, along with a bid security check or bid bond, to the Business Office, Purchasing Department in accordance with the instructions on the REQUEST FOR QUOTATION.

REQUEST FOR QUOTATION _____

FORM OF PROPOSAL _____

CHRO-CONTRACT COMPLIANCE REGULATIONS, NOTIFICATION TO BIDDERS _____

BIDDER'S QUALIFICATION STATEMENT _____

CONTRACTOR'S WAGE CERTIFICATION FORM _____

PREVAILING WAGE RATES & HOLIDAY SCHEDULE _____

OPM FORMS 1, 5, 6 and 7 and Non Discrimination Forms _____

NON DISCRIMINATION FORM _____

DAS PREQUALIFICATION CERTIFICATE _____

DAS PREQUALIFICATION UPDATED (BID) STATEMENT _____

The Bidder's failure to complete and return these forms may result in bid disqualification.

NOTICE TO BIDDERS

1.01 BIDS AND REJECTION OF BIDS

A. Bids shall be submitted only on the FORM OF PROPOSAL furnished for this Project. In no event will bids or changes in bids made by telephone or telegraph be considered. Any bid form omitting or adding items, altering the form, containing conditional or alternative bids will be rejected. Bids showing irregularities of any kind, or without the original signature of the Bidder or its authorized representative, will be rejected.

B. Any bid received after the scheduled closing time for the receipt of bids will not be considered.

C. Any bid once received by the Purchasing Department may only be withdrawn by letter of request, signed by the Bidder and approved by the Purchasing Officer prior to the time specified for the opening of the bids in the Invitation to Bid.

D. General bids shall be for the complete work as specified and shall include the names of any subcontractors and the dollar amounts of their subcontracts, and the general contractor shall be selected on the basis of such general bids. It shall be presumed that the general Bidder intends to perform with its own employees all work for which no subcontractor is named. The general Bidder's qualifications for performing such work shall be subject to review under Section 4b-92 and Section 4a-93 of the Connecticut General Statutes.

E. Every general bid which is conditional or obscure, or which contains any addition not called for shall be invalid. The Agency shall reject every such general bid. The Agency shall be authorized to waive minor irregularities which it considers in the best interest of the Agency, provided the reasons for any such waiver are stated in writing by the Agency and made a part of the contract file. The Agency shall be authorized to reject any general bid which fails to include price or subcontractor information as requested on the Form of Proposal.

F. General Bids shall be publicly opened and read by the Agency. The Agency may require, in the Form of Proposal that the prospective general contractor agree to perform a stated, minimum percentage of work with his own forces. The Agency may also require the prospective general contractor to set aside a portion of the contract for subcontractors who are eligible for set aside contracts. The Agency shall not permit the substitution of a subcontractor for one named in accordance with the provisions of this section, or the substitution of a subcontractor for any subtrade work designated to be performed by the prospective general contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a subcontractor's, or where appropriate, a general contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish a Performance Bond or a Labor and Material Bond, in accordance with the requirements of these Contract Documents; (5) inability to obtain, or the loss of, any license(s) necessary for the performance of any portion of the Work; (6) failure or inability to comply with any requirement of law applicable to contractors, subcontractors, construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under Section 4b-96 of the Connecticut General Statutes.

G. The Proposed Contract Price shall be the Lump Sum Price set forth in the space provided on the Form of Proposal. Failure to correctly state a subcontractor's bid or the failure to name any subcontractor, as required by Section 4b-93 of the Connecticut General Statutes, shall be cause for the Agency's rejection of the general Bidder's bid. The Agency may waive minor errors in naming a subcontractor, as long as the name(s) of the subcontractor(s) is/are clearly identifiable on the Form of Proposal.

H. Per Connecticut General Statue Sec. 4b-94, agency reserves the right to reject any or all general bids if (1) the agency determines that the general bidder or bidders involved are not competent to perform the work as specified, based on objective criteria established for making such determinations, including past performance and financial responsibility, (2) the low bid price exceeds the amount of money available for the project, (3) the agency determines that the project shall not go forward or (4) the agency finds cause to reject such bids

1.02 ADDENDA AND DOCUMENT INTERPRETATION

A. No interpretations of the meaning of the Plans, Specifications, or other Contract Documents will be made orally to any Bidder. Every request for such interpretation shall be made in writing to the Architect at least **ten (10) days** prior to the date specified for the opening of bids. Any and all interpretations of the Contract Documents will be in the form of written addenda to those Documents. Such addenda shall be posted at http://das.ct.gov/cr1.aspx?page=12 and at http://www.ccsu.edu/purchasing/currentBids.html It shall be the responsibility of prospective bidders and other interested parties to familiarize themselves with the web site and visit it regularly during the RFQ process for updated information or addenda related to this RFP.

Receipt of addenda must be acknowledged by each bidder, and the failure of a bidder to acknowledge any addendum shall not relieve the bidder of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the bid documents at the time of bid submittal.

1.03 BONDS

A. Performance Bond: For all general bids in excess of $50,000.00, the Apparent Lowest Qualified Bidder, upon being notified by the Agency of its apparent lowest qualified Bidder status, shall within **ten (10) days** after notification thereof, substitute for the Bid Security accompanying his bid, a properly executed Performance Bond, in the form provided herein, in the amount of **one hundred (100%) percent** of the Contract Price. The Bond shall be conditioned upon the faithful performance of the Contract, and having as surety thereto such Surety Company or Companies acceptable to the Agency and as are authorized to transact business in this State

.

B. Labor and Material Bond: For all general bids in excess of $50,000.00, the Apparent Lowest Qualified Bidder, upon being notified by the Agency of its apparent lowest qualified Bidder status, shall within **ten (10) days** after notification thereof, submit to the Agency an additional Bond, in the sum of **not less than one hundred (100%) percent** of the Contract Price. The Bond shall be conditioned that the Contractor will promptly pay for all material furnished and labor supplied, or performed, in the prosecution of the Work; whether or not the materials or labor enters into and becomes a component part of the structure, or structures, to be erected or Work to be performed under this Contract. The Bond shall have as Surety thereto such Surety Company or Companies as are authorized to transact business in this State. The Bond shall be held by Central Connecticut State University for the use of each party who, as subcontractor or otherwise, shall have furnished materials, or supplies, or shall have performed labor in the prosecution of the Work as herein specified and who has not been paid therefore. The Bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereon for such sum or sums as may be justly due.

1. The Agency shall not be liable to furnish counsel; nor for the payment of any costs or expenses of any such suit. This Bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised to 1991.

1.04 AWARD SEQUENCE, SUBMITTALS AND CONTRACT FOR CONSTRUCTION

1. PRE AWARD MEETING / PROJECT SCOPE REVIEW –
The apparent lowest qualified bidder will be required to meet with the CCSU project manager (or designee) within no more than 5 calendar days of a request to meet. The meeting will be to review project scope of work, timelines and deliverables. The contractor shall bring to the meeting a summary of costs for the project (or draft Schedule of Values) to demonstrate that all aspects of the project have been addressed and are present. Note that a final, certified Schedule of Values, using AIA forms G702/G703, will be required prior to issuance of a Purchase Order.

2. LETTER of INTENT TO AWARD –
After the meetings and upon approval from the Project Manager, CCSU Purchasing will issue a letter of intent to award, which will shall serve as formal notice for the Contractor and CCSU to initiate the contracting phase. The letter shall also notify the Contractor as to submittals expected to be delivered to CCSU as soon as possible and prior to issuance of a Purchase Order, such as -

- Performance Bond and Labor & Material Bond
- Certificate of Insurance naming CCSU as additionally insured
- Certified Schedule of Values on AIA forms G702/G703
- Signed contracts from all subcontractors

3. CONTRACT FOR CONSTRUCTION –
CCSU shall enter into a Contract for Construction with the awarded contractor. Work cannot begin on this project until the contract is executed by the State of Connecticut Attorney General's Office. For a sample of a contract for construction (for reference) see Attachment CD-1.

4. PURCHASE ORDER –
A Purchase Order from CCSU's Purchasing Office shall be issued once an executed contract is in place in order to encumber funding and pay subsequent invoices.

1.05 SET ASIDE REQUIREMENTS: SMALL BUSINESS AND MINORITY BUSINESS ENTERPRISES

A. Set Aside Percentages: The General Contractor may be required to set aside or make a good faith effort to set aside a minimum percentage of the total Lump Sum Base Bid to subcontractors who are certified and eligible to participate under the State of Connecticut Small Business Set Aside Program. The General Contractor may also be required to set aside or make a good faith effort to set aside a minimum percentage of the total Lump Sum Base Bid to subcontractors who are certified and eligible Minority Business Enterprises, as defined by Section 32-9e of the Connecticut General Statutes. Set-aside percentages are indicated in Article 9 of the FORM OF PROPOSAL.

B. Subcontractor Qualifications: The listed subcontractors shall be competent, responsible, qualified and shall perform the work contracted for with their own forces. Subcontractors may not be substituted without a showing of good cause, as defined by statute. The Agency shall use this information as a basis for determining the Bidder's responsiveness to the requirements of the bid documents and the Bidder's qualifications to perform the work. The Bidder should refer to Article 1.01F above for other requirements and conditions.

C. Part of Affirmative Action Plan: The Bidder shall include the above subcontractor information in the Bidder's affirmative action plan submitted to the Commission on Human Rights and Opportunities in accordance with Article 1.06C. below.

1.06 AFFIRMATIVE ACTION PLAN (AAP)/ CONTRACT COMPLIANCE REGULATIONS

A. General: The Contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 (formerly Section 4-114a) of the Connecticut General Statutes, as amended by P.A. 89-253; and when the awarding agency is the State, Section 46a-71(d) of the Connecticut General Statutes. These requirements are codified at Sections 46a-68j-21 through 46a-68j-43 (formerly Section 4-114a-1 et. seq.) of the Regulations of Connecticut State Agencies. These regulations establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. Copies of these regulations are available in the Agency's Purchasing Office or at the Office of the Commission on Human Rights and Opportunities located at 25 Sigourney Street 7th Floor, Hartford, CT, 06106. Telephone (860) 541-4709.

B. Bid Day Requirements: In accordance with the above regulations, each Bidder shall submit, as part of the Bid Proposal, the BIDDER CONTRACT COMPLIANCE MONITORING REPORT

The above form may be found in the Purchasing Department Insert Document Package. A Bidder's failure to submit the above forms on Bid Day with the Form of Proposal, or a Bidder's failure to comply with the intent of the Contract Compliance Regulations, may result in the Agency's rejection of the bid.

C. Post-Bid Submission Of Affirmative Action Plan (AAP)/Approval By CHRO (Not applicable if bid is under $500,000):

1. Mandatory Submission Of AAP Within Thirty (30) Days: In accordance with the Contract Compliance Regulations cited above, the Apparent Lowest Qualified Bidder must submit an affirmative action plan to the Commission on Human Rights and Opportunities ("Commission") within **thirty (30) days** of written notification by the Agency of the Bidder's apparent low bid status. The Commission shall have up to **sixty (60) days** to conduct a compliance review of the affirmative action plan.

2. Format Of Affirmative Action Plan: The affirmative action plan must comply with the contract compliance requirements of Sections 46a-68j-21 through 46a-68j-43 and in particular, Sections 26, 27 and 28 of the Regulations of Connecticut State Agencies, and must be in a format acceptable to the Commission. The plan should include information on the set-aside subcontractors listed for this project.

Sample Affirmative Action Plans are available for review at the CHRO office. Each Bidder is strongly encouraged to contact the Commission prior to bid day to review the sample documents and to begin preparation of an affirmative action plan.

D. Conditional Approval: Since it is expected that approval of your AAP may take up to 60 days or more to be reviewed and approved by CHRO, CHRO has granted conditional approval to proceed with the project. As part of that conditional approval CCSU will withhold two percent (2%) of the total contract price pending CHRO approval of your plan, and otherwise retain all rights in accordance with the RFQ documents. Evidence (i.e. copy of transmittal letter) of submission of your plan to CHRO will be required prior to issuance of a purchase order.

1.07 POST-BID SUBMISSION OF SIGNED SUBCONTRACTS

A. In accordance with Section 4b-96 of the Connecticut General Statutes, the apparent low Bidder shall submit to the Agency within **ten (10) days** of the Agency's written request for the same, copies of executed contracts with all listed subcontractors and with all listed set aside contractors. The subcontracts shall be in the format outlined in Section 4b-96 of the Connecticut General Statutes and shall include the following provision: "contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work".

B. The Agency may not issue a purchase order for the project until the Contractor has fully complied with this condition, and with other bid and statutory requirements outlined herein.

1.08 CONNECTICUT SALES AND USE TAX EXEMPTION

Certain materials and supplies used by the Contractor and its Subcontractors in fulfilling the terms of the Contract may be exempt from the Connecticut Sales Tax. All General Bidders and their prospective subcontractors shall familiarize themselves with the current regulations of the Department of Revenue Service. The Connecticut Sales Tax on materials, or supplies, exempted by such regulations, shall not be included in any Bidder's proposal

1.09 CLAUSE FOR CONTRACTS, SUBCONTRACTS, AND BIDS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and 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. At the Contractor’s request, the Department shall provide a copy of these orders to the Contractor.

1.10 PREVAILING WAGES

A. On all new projects in excess of $400,000.00 and on all renovation or repair projects in excess of $100,000.00; the wages paid to any mechanic, laborer, or workman employed upon the Work, herein contracted to be done, shall be equal to the rate of wages specified in the Prevailing Wage Rates schedule, specifically published for this Project by the State of Connecticut Labor Department, and included in the Purchasing Department Insert Document Package.

Each Contractor, who is awarded a contract on or after October 1, 2002, shall be subject to provisions of the Connecticut General Statues, Section 31-53, as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages". These provisions should be used in determining bid price. Wage rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us . Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.

B. On all new projects in excess of $400,000.00 and on all renovation or repair projects in excess of $100,000.00; the Contractor shall submit to the Labor Department a properly executed "CONTRACTOR'S WAGE CERTIFICATION FORM", with a copy to the Agency, certifying the Contractor's compliance with the prevailing wage rates for this Project. A copy of said form is enclosed in the Purchasing Department Insert.

1.11 WHISTLE BLOWER PROTECTION

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

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

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

Any awarded Contract as a result of this RFP may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

FORM OF PROPOSAL

(Page 1 of 8)

Date _____

CENTRAL CONNECTICUT STATE UNIVERSITY
1615 STANLEY STREET
NEW BRITAIN, CONNECTICUT

PROPOSAL OF: _____
(Bidder's Name)

_____
(Bidder's Address)

_____

Sir: In accordance with Section 4b-52 of the Connecticut General Statutes, as amended and pursuant to, and in compliance with your Request for Quotation, the NOTICE TO BIDDERS, the Contract Documents, including the conditions thereto, the Form of Required Bond, I (we) propose to furnish the labor and/or materials, installed as required for the Project entitled,

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BURRITT LIBRARY MEDIA CENTER
STATE PROJECT NUMBER NO. N/A
CCSU PROJECT NUMBER 22-87
CCSU RFQ 2017-11

Dated June 10, 2016

to the extent of the proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed, strictly in accordance with the provisions of the Contract Documents, together with all Addenda issued and received prior to the scheduled closing time for the receipt of the Bids, and in conformity with the requirements of the Awarding Authority and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the following Lump Sum Base Bid, Supplemental Bid(s) and Unit Prices from a qualified Bidder.

Project Summary –
Renovation of approximately 5,000 sf of area on the second floor of Burritt Library to house the Media Center Construction work to include selective demolition of CMU walls and glass partitions, ceilings, floor finishes, windows, doors, ceiling elements. New work to include metal stud/gypsum walls, insulation, acoustical-rated construction, painting, acoustic ceiling tiles, hollow metal frames, wood doors, sound rated doors, windows, louvers, wall tile, epoxy flooring, carpeting, mechanical, electrical, lighting, plumbing, fire protection, fire alarm devices, tel/data and respective systems tie-ins to the existing building.
See drawings for the other Scope of work items not listed here.

LUMP SUM BASE BID (TOTAL)

_____ (DOLLARS) ($_____ .00)

1. UNIT PRICES: Not Applicable

2. AWARD OF CONTRACT: All proposals shall be subject to the provisions set forth in the section of this manual entitled, NOTICE TO BIDDERS. Consideration shall be given only to proposals submitted by qualified and responsible Bidders. Contingent upon funds being available, the award of the Contract shall be based on the lowest Lump Sum Base Bid Price from a qualified bidder.

A. Allowances: The Lump Sum Bid Price shall include the cost of all allowance items included in the technical specifications and listed in Section 01019 ALLOWANCES of the SUPPLEMENTARY GENERAL CONDITIONS.

B. Supplemental Bids: Not Applicable

C. Unit Prices: Not Applicable

D. The Agency reserves the right to waive any defect or clerical error in the RFQ or in any bid, and the right to reject any and all bids, or any part thereof.

E. Discrepancies: In the event of any discrepancy between the amount written in words and the amount written in numbers, the amount written in words may be controlling.

F. Bid Disqualification: A Bidder's failure to include a dollar figure in each of the above categories (Lump Sum Bid Price, Supplemental Bids and Unit Prices) may be grounds for disqualification of his Bid.

3. COMMENCEMENT AND COMPLETION OF WORK: The Contractor shall commence Work within **five (5)** calendar days of receipt of a Purchase Order from the Agency and continue until Substantial completion of the Project. All Base Bid work on this Project shall be substantially completed **100 calendar days** from the award of the contract;

4. LIQUIDATED DAMAGES: The Contractor shall be liable for liquidated damages in the amount of **THREE HUNDRED ($300.00) DOLLARS FOR EACH CALENDAR DAY** beyond the Project's Substantial Completion date.

5. BIDDERS' QUALIFICATIONS:

A. Each Bidder must submit as part of his Bid proposal a fully completed and executed BIDDER'S QUALIFICATION STATEMENT. A Bidder's failure to answer any question, or to provide required information, or to properly execute the qualification statement may be grounds for the Bidder's disqualification and rejection of the Bid.

B. The purpose of the OBJECTIVE CRITERIA AND BIDDER'S QUALIFICATION STATEMENT included in the Bid Documents is to assure that the State of Connecticut and the Awarding Authority will secure the "lowest responsible and qualified Bidder" with the ability and capacity to successfully complete the Project.

6. CONTRACTOR'S INSURANCE: The Contractor must provide insurance in accordance with Section 45 of the Contract Template, in addition to the following coverage:

A. Special Hazards Insurance Required: Not Applicable

B. Builders Risk Insurance: Fire and Extended Coverage on a percent basis (Completed Value Form) on the insurable portion of the entire Project. The policy or policies shall specifically state that they are for the benefit of and payable to the State of Connecticut, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear.

7. PREVAILING WAGES/FEDERAL & STATE WAGE DETERMINATIONS:

A. The Bidder shall comply with NOTICE TO BIDDERS section 1.10.

B. The U.S. Secretary of Labor's latest decision, and the State of Connecticut Wage Schedule are both incorporated in the Contract Documents. The higher wage rate (Federal or State) for any given occupation shall prevail. At the time of Bidding, the Bidder agrees to accept the current prevailing wage scale as provided by the Connecticut Department of Labor.

8. BID SECURITY: This proposal must be accompanied by one of two types of Bid security as outlined below:

A. Bid Security in the form of a certified check, drawn to the order of Central Connecticut State University, in the amount of **ten percent (10%),** of the Lump Sum Proposal, which is equal to the amount of:

_____DOLLARS, ($_____.00)

and drawn on _____
(A STATE BANK & TRUST CO.) (A NATIONAL BANKING ASSOC.)

located at _____
(CITY & STATE)

It is understood that the certified check shall be cashed and the proceeds thereof used so far as may be necessary to reimburse Central Connecticut State University for losses and damages arising by virtue of my (our) failure to file the required Performance Bond and Labor and Material Bond and execute the required Contract in event that this proposal is accepted by the University.

OR

B. Bid Bond having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of **ten percent**, of the Lump Sum Proposal, which is equal to the amount of:

_____DOLLARS, ($_____.00)

9. SET-ASIDE REQUIREMENTS: SMALL BUSINESS & MINORITY BUSINESS ENTERPRISES

A. Required Percentages: In accordance with Article 1.05 of the NOTICE TO BIDDERS, the Bidder hereby acknowledges his obligation to set aside not less than **TWENTY FIVE PERCENT (25%)** of the total Lump Sum Base Bid to Subcontractors who are certified and eligible to participate under the State of Connecticut Small Business Set Aside Program, with at least **ONE-QUARTER (1/4)** of said percentage, or **SIX AND ONE-QUARTER PERCENT (6.25%)** of the total Contract, awarded to certified and eligible Minority Business Enterprises as defined by Section 32-9e of Connecticut General Statutes. **This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set-Aside Program**. When supplemental bids are accepted, the Contractor will show a "good faith effort" to employ SBE/WBE Subcontractors for these additional amounts.

B. Set Aside Worksheet: Each Bidder must list in the Set Aside Worksheet below the names of the certified, small business, minority-owned, set-aside Subcontractors to be used on the Project. The information must also include the following: 1) the dollar amount to be paid to each Subcontractor; 2) SBE or MBE/WBE classification 3) the percentage of the total Contract represented by the each Subcontract amount; 4) the percentage of the total Contract represented by each classification (SBE or MBE/WBE) and, 5) The total Set Aside percentage. The list may include Subcontractors listed under Paragraph 10 below:

SET ASIDE WORKSHEET – PLEASE TYPE OR WRITE LEGIBLY

	A	B	C	D	E
	Subcontractor Name	**Class of Work**	**SBE**	MBE/ **WBE**	**Subcontract Amounts**
1					$
2					$
3					$
4					$
5					$
6					$
7					$
8	***SBE Subtotal***	(Add SBE subcontract amounts from above list and enter total to the right)			$
9	**MBE/WBE Subtotal**	(Add MBE/WBE subcontract amounts from above list and enter total to the right)			$
10	**Lump Sum Base Bid**	(Enter total of Lump Sum Base Bid Amount from Page 1 of Form of Proposal)			$
11	**SBE Percentage:**	(Divide Line 8 by Line 10. Enter % in box to the right)			**%**
12	**MBE/WBE Percentage:**	(Divide Line 9 by line 10. Enter % in box to the right.)			**%**

10. LISTING OF SUBCONTRACTORS FOR SPECIFIED WORK CLASSES:

A. In accordance with the provisions of Section 4b-93(a) of the Connecticut General Statutes, the Bidder must list below the Subcontractor names and subcontract amounts for each of the following Classes of Work for the Project (if required, *regardless of dollar amount*): **Masonry, Electrical, Mechanical, and HVAC**

Bidders are also required to list other Subcontractor names and subcontract amounts for other classes of work that the contractor will not self-perform.

PLEASE TYPE OR WRITE LEGIBLY

	Class of Work	Division	Name of Subcontractor	Subcontract Amounts
1				$
2				$
3				$
4				$
5				$
6				$
7				$
8				$
9				$
10				$

B. The General Contractor may list himself and his price if he customarily performs any of the trades specified. For all classes of work not listed above, it will be assumed that the General Contractor will perform that work with his own forces. The undersigned agrees that each of the above-listed Subcontractors will be used for the Work indicated at the amount stated, unless a substitution is permitted by the Agency.

C. Subcontract Submission Requirements: As a further requirement of the Bid, the Bidder agrees, within **ten (10)** days of notification by the Agency, to submit copies of signed Contracts for all above listed Subcontractors.

D, Bid Disqualification: A Bidder's failure to complete the above section or to comply with the requirements set forth herein may be cause for rejection of the Bid.

11. PERCENTAGE OF WORK PERFORMED BY GENERAL CONTRACTOR: The General Contractor on this Project shall be required to perform not less than **TEN PERCENT (10%)** of the completed dollar value of the Work with its own forces.

12. "OR EQUALS" AND "SUBSTITUTIONS": All submissions of "or equal" items or requests for substitutions of materials shall be made by the Contractor in accordance with Section 14 of the Contract Template included herein. Such submissions or requests shall contain all the information necessary for the Agency to properly evaluate the submission or request. The Contractor's failure to submit sufficient information to support the request shall result in a rejection of the request. The Agency shall notify the Contractor, in writing, of acceptance or rejection of the request within **ten (10)** days of the Agency's receipt of said request.

13. RECEIPT OF ADDENDA: I (We), the undersigned, acknowledge the receipt of the following:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

14 . ACKNOWLEDGMENT:

I (We), the undersigned, hereby certify the following:

a) that I (we) have familiarized myself (ourselves) with all the terms and conditions of the NOTICE TO BIDDERS, the FORM OF PROPOSAL, the GENERAL CONDITIONS, the SUPPLEMENTARY GENERAL CONDITIONS, and all other Contract Documents included herein, and hereby submit this FORM OF PROPOSAL in full compliance with those above requirements; and,

b) that, by submission of this proposal, neither the firm nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency**

****** Where the Bidder is unable to certify to any of the statements in subparagraph b), the Bidder shall attach an explanation to this Form of Proposal.

Firm Name: _____

Address: _____
(Street)

_____ _____ _____
(City) (State) (Tel. #)

_____ _____
By (Duly Authorized Signature) (Title)

_____
(Print Name)

Subscribed and sworn before me this _____day of _____, 20___.

Notary Public: _____

My Commission Expires:_____

Note: No FORM OF PROPOSAL will be accepted unless the above acknowledgment is completed in its entirety. All proposals must be signed by a duly authorized representative of the firm. No facsimile signatures will be accepted by the Agency.

+ + END OF THE FORM OF PROPOSAL ++

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Connecticut State University System

Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.

10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
2. The proposal bond must be executed by the proposer as follows:
   (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
   (b) If the proposer is a partnership - must be signed by a general partner;
   (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as . . . ."
3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, 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 the 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 thereunder 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. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contactor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

See Section 45 of the Contract Template

C. Bonds

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

Connecticut State University is an equal opportunity employer.
The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law.

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

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

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

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

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

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

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

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

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

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

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

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

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and 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)**

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT PART I - Bidder Information

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

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__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

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

2. 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC		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 JOBTRAINEES		JRES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)									
Apprentices											
Trainees											

* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisement			
Walk Ins			
Present Employees			
Labor Organizations			
Minority/Community Organizations			
Others (please identify)			

2. Check (X) any of the below listed requirements that you use as a hiring qualification

	Work Experience
	Ability to Speak or Write English
	Written Tests
	High School Diploma
	College Degree
	Union Membership
	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record

3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination

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)

OBJECTIVE CRITERIA ESTABLISHED FOR EVALUATING QUALIFICATION OF BIDDERS

The following objective criteria are established pursuant to Sections 4b-92 & 4b-94 of the Connecticut General Statutes, as amended. These criteria will be used by the awarding authority to evaluate the information provided by each bidder on the attached Bidder's Qualification Statement, and to determine each bidder's ability to perform the work, and responsiveness to the requirements of the bid documents.

THE BIDDER MUST PROVE TO THE SATISFACTION OF THE AGENCY THAT:

1. he has on his payroll, or customarily employs supervisory personnel qualified to perform the type of work required for this Project.

2. he possesses the ability to successfully complete the Project. He must provide evidence of satisfactory past performance for a period of three years, on project(s) of similar size, scope and comparable dollar value to that of this Project. If he cannot prove the above, he must include in the Bidder's Qualification Statement any, and all, evidence which demonstrates his ability to perform the work required by this Project.

3. he owns, or has under his control, equipment of the type required for the performance of the work specified in the Contract Documents and that such equipment is available for this Project.

4. he has purchased materials over the past three years of the same type specified for this Project.

5. he is financially capable of performing the work required by this Project.

6. he is able to furnish references from architects, engineers, or owners, proving that he has satisfactorily completed work of the same type as that required for this Project and that he has done so in a timely and workmanlike manner.

7. he has expertise in the various types of work required for this Project, either in-house, or through the subcontractors he employs.

8. he has adequate facilities in which and from which, the work can be performed.

9. he has a record of harmonious relationships with his subcontractors and a history of prompt payments to those subcontractors.

10. on prior work performed for the State of Connecticut; he has demonstrated good faith compliance with the subcontractor listing requirements of Section 4b-95 of the Connecticut General Statutes

11. all the subcontractors listed for this Project, at the time bids are received, possess a valid trade license issued by the State of Connecticut Department of Consumer Protection Occupational and Professional Licensing Division, in accordance with Section 20-330 through 20-334 of the Connecticut General Statutes, as amended.

12. if the Project is a “Threshold Building” as defined in Section 29-276b seq. of the Connecticut General Statutes, that he and all his major subcontractors listed for the Project, possess a valid license issued by the Department of Consumer Protection, in accordance with Section 20-341gg of the Connecticut General Statutes.

OBJECTIVE CRITERIA ESTABLISHED FOR EVALUATING QUALIFICATION OF BIDDERS

13. he has a good record of past performance on State projects regarding the quality, the timely completion, the cost of the work and the level of cooperation with the owner, the designers, and the project team. Reference is made to Sec.31-57b of the Connecticut General Statutes

14. during the past three years, he has not been cited for three, or more, violations of any OSHA regulation, or of any standard, order, or regulation promulgated pursuant to such Act, which were not abated within the time specified in the citation. Reference is made to Sec.31-57b of the Connecticut General Statutes.

15. during the past three years, he has not received one, or more, criminal convictions related to the injury, or death, of any employee.

16. during the past three years, he has not been cited for any violations of State, or Federal, Labor Laws regarding the payment of wages to his employees, or tradesmen.

17. during the past three years, he has complied with all statutes and regulations governing the hiring of minorities, and minority business enterprises.

18. neither he, nor any principals in his company, are presently debarred, suspended, proposed for debarment.

19. he, has not been declared ineligible to bid on, or excluded by any State, or Federal, Agency from bidding on, construction projects.

*** * END OF OBJECTIVE CRITERIA * ***

BIDDERS QUALIFICATION STATEMENT

All bidders are required to submit this form, properly completed and signed, to the CCSU Purchasing Department, WITH THEIR FORM OF PROPOSAL. A bidder's failure to answer any question, or to provide requested information, may be grounds for his disqualification and the rejection of his bid. If a question, or a request for information, does not pertain to your organization in any way, use the symbol "NA", (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead, as needed.

The Agency may make such investigations, as it deems necessary to determine the ability of the bidder to perform the Work. Each bidder shall provide the Agency any and all information requested.

A. COMPANY INFORMATION

1. Provide the name by which your company is known, and your current business address.

Name: _____

Business Address: _____

_____

_____

2. How many years has your company been in business under its present name?

_____

3. This company is a: _____Corporation _____Partnership

_____Sole Proprietorship; _____Joint Venture; _____Other

4. If a corporation, list the names and titles of all officers:

_____

_____

_____

5. If a sole proprietorship or a partnership:

a. Date of organization_____

b. Names and addresses of principals: _____

_____

_____

c. Town, or city, in which trade name certificate is filed: _____

6. How many years has this company been in business as a general contractor?

7. If your company has not always been a general contractor, list the trade(s) that you customarily performed prior to the time that you became a general contractor:

_____

8. Indicate all other names by which this company has been known and the length of time known by each name:

_____

9. Attach the resumes of all the principals of the company.

10. Attach the resumes of the project managers and field supervisory personnel who will be directly involved with this Project. Indicate the number of years of construction experience and the number of years of construction supervisory experience.

B. PROFESSIONAL EXPERIENCE/ REFERENCES/ PAST PERFORMANCE

1. How many years has your firm been performing, as a general contractor, the specific type of work involved in this present contract? **NOTE: TO BE QUALIFIED FOR THIS PROJECT THE CONTRACTOR MUST DEMONSTRATE A MINIMUM OF 3 YEARS EXPERIENCE ON A MINIMUM OF TWO PROJECTS OF SIMILAR SCOPE AND TIME CONSTRAINTS**

_____

2. List all sub-trades, which your firm customarily performs with its own employees:

a. _____

b. _____

3. List your State of Connecticut, General Contractors License Number.

_____

4. List all other applicable trade license numbers held by your company in the State of Connecticut:

_____

5 List all Construction Projects your company currently has in progress:

a. Project Name & Location: _____

Contract Amount:_____

Percent Complete:_____

Contact Person/ Tel. No.: _____

b. Project Name & Location: _____

Contract Amount:_____

Percent Complete:_____

Contact Person/ Tel. No.: _____

6. List at least two projects of similar size and scope to this Project,that your company has completed in the last three years.

a. Project Name & Location:_____

Contract Amount: _____

Description: _____

Contact Person/ Tel. No.:_____

b. Project Name & Location: _____

Contract Amount: _____

Description: _____

Contact Person/ Tel. No.:_____

7. **Trade References:** Names, addresses and telephone numbers of at least two major vendors, subcontractors, owners or firms with which your company has regular business dealings:

a. Name_____

Address _____

Contact Person/Telephone _____

b. Name_____

Address _____

Contact Person/Telephone _____

8. Provide a list of company-owned equipment that will be committed to this Project.

9. In the past three years, has your company failed to complete any work awarded to it? _____ If yes, provide details on when, where and why.

BIDDERS QUALIFICATION STATEMENT

10. In the past three years, has your company had a contract terminated for failure to perform, or for failure to meet any requirements of the contract? _____ If yes, provide details on when, where and why.

_____

_____

_____

_____

_____

11. In the past three years, have you, or your company, been cited by the Labor Department of the State of Connecticut, or by any State agency, for any violations of state, or federal, labor laws, regulations, or guidelines, for nonpayment of wages and/or benefits to your employees? _____ If yes, provide details on when, where and why.

12. Are there any judgments, claims or suits pending, or outstanding, against your company, or its officers? _____ If yes, provide details on when, where and why.

13. Have you had an affirmative action plan approved by the Commission on Human Rights and opportunities within the past two years?

a. If yes, list the expiration date for that plan: _____

b. Have you received any notification from the Commission on Human Rights and Opportunities of any non-compliance or violation of the terms and conditions of your approved affirmative action plan? If yes, please describe the nature of that non-compliance.

_____

_____

_____

_____

_____

_____

14. Is your company, or any of its principals, presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily or voluntarily excluded by any State, or Federal, agency from participation in bidding on construction projects?

a. _____ If yes, please attach a letter of explanation.

BIDDERS QUALIFICATION STATEMENT

15. ACKNOWLEDGMENT: I (We), the undersigned, hereby certify that the above information is true and accurate and that the Agency will rely on said information as a basis for determining the bidder's qualifications for the Project being bid. The undersigned further understands that any material misrepresentation, or inaccuracy, stated above will result in bidder's disqualification, or if applicable, will constitute grounds for the termination of the contract for construction, should one have been issued to the bidder.

Dated at _____

This _____ day of _____, 20____.

Name of Company _____

BY: _____
Signature

Print Name: _____

Title: _____

Subscribed and sworn before me this _____day of _____,

20____.

Notary Public: _____

My Commission Expires: _____

+ + END OF BIDDER'S QUALIFICATION STATEMENT + +

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CONTRACTOR'S WAGE CERTIFICATION FORM

AND

PREVAILING WAGE RATES AND HOLIDAY SCHEDULE

"CONTRACTOR'S WAGE CERTIFICATION FORM"

AND

PREVAILING WAGE RATE SCHEDULE

ARE AVAILABLE AT

http://www.ccsu.edu/purchasing/currentBids.html

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor.

Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

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

Contract Consequences

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

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

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

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

Definitions

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

_____ _____
Printed Contractor Name **Printed Name of Authorized Official**

_____
Signature of Authorized Official

Subscribed and acknowledged before me this_____day of_____, 20___.

_____
Commissioner of the Superior Court (or Notary Public)

_____
My Commission Expires

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

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

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

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

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

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court
or Notary Public

_____
My Commission Expires

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STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at $50,000 or More

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

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INSTRUCTIONS:

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

AFFIDAVIT:

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

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

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity — Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____
Authorized Signatory

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____ _____
Commissioner of the Superior Court/ Notary Public — **Commission Expiration Date**

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STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

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INSTRUCTIONS:

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

CHECK ONE:

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

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

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

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

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

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

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

Signature _____ Date _____

Printed Name _____ Title _____

Firm or Corporation (if applicable) _____

Street Address _____ City _____ State ____ Zip ____

Awarding State Agency _____

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STATE OF CONNECTICUT

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

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification ☐ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.
Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:
☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

_____ _____
Printed Respondent Name **Printed Name of Authorized Official**

_____
Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20___.

_____
Commissioner of the Superior Court (or Notary Public)

_____
My Commission Expires

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CENTRAL CONNECTICUT STATE UNIVERSITY
EMPLOYEE AND CONTRACTOR STANDARDS OF CONDUCT

Central Connecticut State University has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

1. Use or possession of drugs or alcohol;
2. Possession of firearms;
3. Smoking in Agency buildings;
4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;
14. Loud, vulgar behavior or the use of profanity;

ENVIRONMENTAL SUSTAINABILITY

The contractor shall be responsible for disposing of his own regulated materials and all supplies, debris etc in accordance with all applicable federal, state and local laws. Where possible, contractor shall promote recycling, and properly label and containerize all electronics, lights, batteries and other items, in order to promote CCSU's Environmental Sustainability initiative and conform to the Universal waste regulations.

DAS PREQUALIFICATION FOR

GENERAL BUILDING CONSTRUCTION

In accordance with C.G.S §4a-100, all contractors must pre-qualify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than $500,000 and which is funded in whole or in part with state funds, except a public highway or bridge project or any other construction project administered by the Department of Transportation.

The prequalification classification for this project is **"General Building Construction (Group "A")** or **Construction Manager at Risk (Group "A").**

Bidders are advised that both the DEPARTMENT OF ADMINISTRATIVE SERVICES PREQUALIFICATION CERTIFICATE and UPDATE (BID) STATEMENT must accompany the bid proposal for projects estimated to exceed Five Hundred Thousand Dollars ($500,000.00) (C.G.S. §4b-91 as amended). **Failure to supply them with the bid shall result in rejection of the bid.**

CCSU RFQ RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

Each Bidder shall submit, as part of his Proposal, the following forms, properly executed. Copies of these forms may be found in the PURCHASING DEPARTMENT INSERT:

1. _____ REQUEST FOR QUOTATION (Vendor Name & Address; Lump Sum Base Bid; Receipt of State of Connecticut Elections Enforcement Commission's SEEC FORM 11 (Initial and Date); Signature; Date; Telephone Number; and company FEIN

2. _____ FORM OF PROPOSAL (Date; Bidders Name Bidders Address; Lump Sum Base Bid; Supplemental Bid #1; Bid Security / Bid Bond; Set-Aside Worksheet; Listing of Subcontractors for Specified Work Classes; Receipt of Addenda; Acknowledgement (notarized);

3. _____ COMMISSION ON HUMAN RIGHTS AND OPERTUNITIES CONTRACT COMPLIANCE REGULATIONS – NOTICE TO BIDDERS (Bidder Contract Compliance Monitoring Report parts I through V inclusive.

4. _____ BIDDERS QUALIFICATION STATEMENT (Company information; Professional Experience / References / Past Performance; Acknowledgment (notarized)

5. _____ OPM ETHICS FORMS 1 / 5 / 6 / 7

6. _____ DAS PREQUALIFICATION CERTIFICATE AND UPDATE STATEMENT

7. _____ State of Connecticut NONDISCRIMINATION CERTIFICATION

END

OF

PURCHASING

DEPARTMENT

BID

PACKAGE