

BIDDING FORMS:

FOR

SUCKER BROOK DAM
DIVERSION PIPE REPAIRS

WINCHESTER, CT

MANDATORY PRE-BID MEETING:

February 28, 2019 at 10 AM

(Alternate snow date March 5, 2019)

at Sucker Brook Dam

Sucker Brook Road, Winchester, CT

SUBMIT BIDS TO:

STATE OF CONNECTICUT DEEP
BUREAU OF WATER PROTECTION AND LAND REUSE
WATER PLANNING AND MANAGEMENT DIVISION
79 ELM STREET, 2ND FLOOR
HARTFORD, CONNECTICUT 06106-5127

BID OPENING:

March 14, 2019

at 11:00 AM

The following items have been extracted from the Contract Documents and assembled as a separate bidding forms packet for the convenience of Bidders in the preparation and submittal of bids:

- Bid Proposal Form
- Bid Bond Form
- Instruction to Bidders
- Notice to Bidders
- Statement of Bidder's Qualifications

State of Connecticut Contract Compliance Items:

- CHRO Contract Compliance Regulations and Notification to Bidders
 - OPM Ethics Form 6 (Rev. 10/1/11)
 - SEEC Form 10 (Per Public Act 07-1)
- DOL Form E.O. 3-1, Article X of Executive Order Number Three,
Guidelines and Rules

PROPOSAL FORM

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

Date _____

PROPOSAL OF _____
(Bidder's Name)

(Bidder's Address)

State of Connecticut
Department of Energy & Environmental Protection
Bureau of Water Protection and Land Reuse
Water Planning and Management Division
79 Elm Street, 2nd Floor
Hartford, Connecticut 06106-5127

Dear Sir:

1. Pursuant to, and in compliance with your Invitation to Bid for the **Sucker Brook Dam Diversion Pipe Repairs, Winchester, CT**, the Notice to Bidders, the Contract, including the conditions thereto, and the Bid Security, (I/we) propose to furnish the labor and/or materials, installed as required for the project named and numbered in paragraph 4 of this 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, including, but not limited to, the Specifications and/or Plans together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with 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 price(s) stated in paragraph 4.C. of this Proposal.
2. The Total Bid Price in paragraph 4.C. of this Proposal includes all work indicated on the Plans and/or described in these Specifications, and is based on the Unit Price Bids as shown.

(I/We) will complete the work of this Project for the Total Bid Price, as may be adjusted for actual quantities of unit bid price items, as listed in paragraph 4 of this Proposal.

(I/We) understand, that (I/we) must complete the Bid by filling out all blanks, unit prices and computed totals for all unit price items and list the Total Bid Price both in figures and words.

3. In submitting this Bid, (I/we) agree:

- A. To hold (my/our) Bid open for 120 days after the actual Bid Opening date.
 - B. To accept the provisions of the Notice to Bidders regarding disposition of the Bid Security.
 - C. To enter into and execute a Contract, if awarded, on the basis of this Bid and to provide the required Performance Bond and Labor and Material Bond for the work in accordance with the Notice to Bidders.
 - D. To complete the work in accordance with the Contract Documents.
 - E. To complete the work within the Contract Time of 180 calendar days.
4. PROPOSAL AND OTHER PROJECT DATA
- A. The undersigned proposes to furnish all labor and materials required to complete:

**Sucker Brook Dam
Diversion Pipe Repairs
Winchester, CT**

- in accordance with Plans and Technical Specifications prepared by Macchi Engineers, LLC, and subject to and in compliance with the foregoing and following conditions and information set forth and contained in the Contract Documents. Specifically, the Bidder acknowledges that only those Unit Price items as are listed in this Proposal, exclusive of extra work, will be measured for payment. Contractors will be paid only for actual Work performed as measured in accordance with the Contract Documents.
- B. This Bid includes all Addenda issued as of the bid due date set forth in the Invitation to Bid (refer to Page IB-1).
 - C. This Bid was determined as follows:

PROJECT DATA SHEET - BID LIST

SUCKER BROOK DAM DIVERSION PIPE REPAIRS
WINCHESTER, CONNECTICUT

Spec. Section	ITEM	Unit	Quantity	Unit Price	Amount
01000	GENERAL & SUPPLEMENTARY CONDITIONS				
	1. Mobilization	L.S.	1		
	2. Demobilization	L.S.	1		
	3. All Other Items, Section 01000	L.S.	1		
02100	CLEARING	L.S.	1		
02140	EROSION & SEDIMENTATION CONTROL	L.S.	1		
02180	WATER CONTROL	L.S.	1		
02200	DEMOLITION				
	1. Removal of Manhole Structures	L.S.	1		
	2. Removal of Pipe	L.S.	1		
	3. Sawcutting Headwall	L.F.	13		
	4. All Other Items, Section 02200	L.S.	1		
02300	EARTHWORK				
	1. Sediment Removal	C.Y.	3,000		
	2. Topsoil	S.Y.	2,900		
	3. Turf Establishment	S.Y.	3,700		
	4. 3/8" Crushed Stone	Ton	150		
	5. Filter Fabric	S.Y.	225		
	6. Fine Gravel or Coarse Sand	Ton	120		
	7. Pervious & Structural Fill	Ton	250		
	8. Random Fill	L.S.	1		
	9. All Other Items, Section 02300	L.S.	1		
02400	RIPRAP				
	1. Modified Riprap	Ton	60		
	2. Intermediate Riprap	Ton	1,400		
	3. Crushed Stone	Ton	350		
	4. Geotextile Fabric	S.Y.	1,500		
02500	SITE ACCESS & PROTECTION	L.S.	1		
02600	CHAIN LINK FENCING				
	1. 4' Wall Mounted, PVC Coated	L.F.	35		
02700	SITE PIPING				
	1. 42" Reinforced Concrete Piping	L.F.	90		
03300	CAST-IN-PLACE CONCRETE				
	1. Reinforced Concrete	C.Y.	40		
	2. Plain Concrete	C.Y.	350		
TOTAL CONSTRUCTION BID ESTIMATE					
Total Bid Price in Words: _____ _____ _____					

AWARD - I/we acknowledge the following:

- i) All proposals shall be subject to provisions of Paragraph 1 of the Notice to Bidders and for the purpose of award; consideration will be given only to Proposals submitted by qualified and responsible bidders.
- ii) The Award will be made on the basis of the lowest responsive Total Bid Price, provided funds are available.
- iii) In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling.
- iv) That award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy & Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes (øC.G.S.ö) and Section 46a-68j-23 of the Regulations of Connecticut State Agencies (øR.C.S.A.ö) regarding equal employment opportunity, and the Bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the Work of the Contract. Upon notification of a Bidder by said Department of Energy & Environmental Protection as the lowest responsible bidder, said determination of compliance may require the successful completion of an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and -68d, and R.C.S.A. Section 46a-68j-27(1).

E. CONTRACT SCHEDULE AND LIQUIDATED DAMAGES

All work under this Contract will be completed within 180 calendar days after Notice to Proceed. If the project completion is delayed, liquidated damages will be assessed at the rate of one thousand five hundred dollars (\$1,500.00) per calendar day thereafter.

F. CONTRACTOR'S INSURANCE REQUIRED

- i) The limits of liability for the insurance required for this project shall be those listed in Article 16 of the General Conditions.
- ii) Special Hazards Insurance is Required.

G. STATEMENT OF BIDDER'S QUALIFICATIONS

Refer to Paragraph 7 of the Notice to Bidders relative to the submitting of Statement of Bidder's Qualifications.

When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Commissioner shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract obligations; and the Contractor's experience or lack of experience and the Commissioner

reserves the right to reject any or all such Contractors that he deems are not qualified to perform the work under this Contract.

H. NONDISCRIMINATION LABOR RECRUITMENT

(I/We) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to currently applicable State of Connecticut guidelines and requirements for implementation.

I. VIOLENCE IN THE WORKPLACE

(I/We) agree that the Contract awarded for this project shall be subject to Executive Order No. Sixteen, promulgated August 4, 1999, regarding violence in the workplace.

J. CONTRACTING REFORMS

(I/We) agree that the Contract awarded for this project shall be subject to Executive Order No. 7C, promulgated July 13, 2006, regarding contracting reforms.

5. ACCOMPANYING THIS PROPOSAL IS

A STANDARD 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:

_____ DOLLARS (\$_____)

6. (I/We), the undersigned, hereby declare that (I am/we are) the only person(s) interested in the Proposal; that it is made without any connection with any other person making any bid for the same work; that no person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that this Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; that this Proposal is made in good faith without collusion or connection with any other person bidding for the same work; and this Proposal is made with distinct reference and relation to the Plans and Specifications prepared for this Contract.

7. (I/We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this Proposal is based solely on (my/our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

Signed this _____ day of _____, 201_____

Project: **Sucker Brook Dam
Diversion Pipe Repairs
Winchester, CT**

Firm Name: _____

(Address)

(City) (State) (Zip) (Phone)

BY: _____ (L.S.) _____
Duly Authorized (Title)

(Corp. Seal)

To be filled in and
signed by the
Bidder

STANDARD BID BOND

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

KNOW ALL BY THESE PRESENTS, That we, _____,
hereinafter called the Principal, of _____, as
Principal, and _____, hereinafter,
called the Surety, a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and
firmly bound unto the State of Connecticut, as Obligee, in the penal sum of ten (10) per cent of the
amount of the bid set forth in a proposal hereinafter mentioned,

lawful money of the United State of America, for the payment of which, well and truly to be made to
the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is
about to submit a proposal to the Obligee related to construction of the project entitled:

**Sucker Brook Dam
Diversion Pipe Repairs
Winchester, CT**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within
such time as may be specified, enter into the said Contract in writing with the State of Connecticut and
give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay
to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the
penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, 201_____

Company Name

Surety Name

Principal's Signature

by _____
Attorney in Fact Signature

Print Name

Print Name

INSTRUCTIONS TO BIDDERS

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

A complete bid package shall consist of the following, fully completed:

1. Proposal Form (refer to Part I.A, Page PF-1).
2. Bid Security (refer to Pages BB-1, IB-1, NB-1, and PF-6).
3. Statement of Bidder's Qualifications (refer to Pages BQ-1 through BQ-4 and paragraph 7 on Page NB-5).
4. CT CHRO Contract Compliance Regulations and Notification to Bidders (Rev. 9/17/07) & Bidder Contract Compliance Monitoring Report forms (refer to Part I.B).
5. CT OPM Ethics Form 6 (Rev.10/1/11), Affirmation of Receipt of State Ethics Laws Summary (refer to Part I.B).
6. SEEC Form 10 (Per Public Act 07-1)
7. State of Connecticut Labor Department Form E.O. 3-1, "Employer Report of Compliance Staffing" (refer to Part I.B and Page IB-2 regarding implementation of Executive Order Number Three.)

Under Paragraph 3A of the Proposal Form (refer to Page PF-2), the Contractor agrees to hold the Bid for one hundred twenty (120) days after the opening date.

Bidders should note that the State of Connecticut Labor Department prevailing wage rates will apply to this project as required under Articles 20 and 21 of the General Conditions. (Part III.A, Pages CG-13 and CG-14).

NOTICE TO BIDDERS

STATE OF CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

1. BIDS AND REJECTION OF BIDS

- A. Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of Section 4b-93 of the General Statutes of Connecticut as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under Section 4b-92 of the General Statutes of Connecticut, as revised. **For projects estimated to exceed Five Hundred Thousand Dollars (\$500,000.00) in total cost, the bidder must be prequalified by the Department of Administrative Services.**
- B. Every bid which is conditional or obscure, **or which is not accompanied by a Department of Administrative Services Prequalification Certificate (If applicable – see 1.A.) and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such bid. The awarding authority shall be authorized to waive minor irregularities which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by Section 4b-95 of the General Statutes of Connecticut, as revised, to be furnished in the bid form provided by the awarding authority.
- C. Bids shall be submitted only on the prepared forms furnished for the specific project. In no event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. Any bid showing any omission, alteration of form, additions not called for, and any conditional bids, alternative bids or bids showing irregularities of any kind will be rejected.
- D. It is each bidder's responsibility to insure that their bid package is received at the appropriate time and location (offices of the Water Planning and Management Division of DEEP, 2nd Floor) as shown on the Invitation To Bid. Bids submitted by U.S. Mail or any other parcel service including FedEx, UPS, etc., will be processed through DEEP's central mailroom and cannot be guaranteed to be received timely at the reception desk. Any bid received at the WPMD reception desk after the scheduled closing time for the receipt of bids, regardless of when they were received in the building at 79 Elm Street will not be accepted or opened. The bidder may retrieve unopened bids from the Department at their own expense.

- E. Any bid, once deposited with the Department of Energy & Environmental Protection, may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Commissioner prior to the time of opening of any bid for the project in question.
- F. The Commissioner of the Department of Energy & Environmental Protection reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein, to accept or reject any part of any bid and to reject all bids and again invite bids.
- G. The award of the Contract to a Bidder will be contingent upon determination by the Connecticut Department of Energy & Environmental Protection and the Connecticut Commission on Human Rights and Opportunities that the Bidder is in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes (öC.G.S.ö) and Section 46a-68j-23 of the Regulations of Connecticut State Agencies (öR.C.S.A.ö) regarding equal employment opportunity, and the Bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the Work of the Contract. Upon notification of a Bidder by said Department of Energy & Environmental Protection as the lowest responsible bidder, said determination of compliance may require the successful completion of an Affirmative Action Plan as required under C.G.S. Sections 46a-68c and -68d, and R.C.S.A. Section 46a-68j-27(1).

2. BID SECURITY

Each bid must be accompanied by a Bid Bond, in the form required and provided by the Department of Energy & Environmental Protection and having as surety thereto such surety company or companies as are authorized to do business in the State of Connecticut, and for an amount not less than 10 per cent of the Total Bid Amount. Bid Bonds submitted by bidders and received by the Department of Energy & Environmental Protection shall be void upon execution of the Contract by the State of Connecticut.

3. FORFEIT OF BID SECURITY

Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the Bid Bond.

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Plans, Technical Specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation should be in writing addressed to the Department of Energy and Environmental Protection and, to be given consideration, must be received at least **five (5)** days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes) and will be made available on the State of Connecticut's Department of Administrative Services' website: <http://www.biznet.ct.gov> not later than **three (3)** days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addenda or interpretation shall not release the Bidder from any obligations under its bid as submitted, provided notice has been sent to the e-mail address furnished by such prospective bidder for the transmittal of notices, addenda and interpretations.

5. SECURITY FOR FAITHFUL PERFORMANCE

- A. Performance Bond (for bids over \$25,000.00): Concurrent with the signing of the Contract by the successful Bidder, the successful Bidder shall submit an executed Performance Bond, prepared on the form of Performance Bond provided by the Department of Energy & Environmental Protection, in the amount of 100 percent of the Total Bid Amount, conditioned upon the faithful performance of the Contract, and having as surety thereto such Surety Company or Companies as are authorized to transact business in the State of Connecticut. Any such Bond furnished shall have as principal the name of the successful Bidder.
- B. Labor and Material Bond (for bids over \$25,000.00): At this same time, the successful Bidder shall submit an executed Labor and Material Bond, prepared on the form of Labor and Material Bond provided by the Department of Energy & Environmental Protection, in the amount of 100 percent of the Total Bid Amount which shall be binding upon the award of the Contract to such Bidder, and having as surety thereto such surety company or companies as are authorized to transact business in the State of Connecticut, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the Contract for use of each such person. Any such Bond furnished shall have as principal the name of the successful bidder. This Bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, as revised.

The following Sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this Bond.

Sec. 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors. (a) When any public work is awarded by a contract for which a payment bond is required by Section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

(b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one per cent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general

contractor or subcontractor may refuse to place funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

(c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.

(d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work."

Sec. 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgement. (a) Every person who has furnished labor or material in the prosecution of the work provided for in such contract in respect of which a payment bond is furnished under the provisions of Section 49-41 and who has not been paid in full therefor before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which the claim is made, may enforce his right to payment under the bond by serving a notice of claim within one hundred eighty days after the date on which he performed the last of the labor or furnished the last of the material for which the claim is made, on the surety that issued the bond and a copy of the notice on the contractor named as principle in the bond. The notice of claim shall state with substantial accuracy the amount claimed, the name of the party for whom the labor was performed or to whom the materials were furnished and shall provide a detailed description of the bonded public project for which the labor or materials were provided. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgement. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgement shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provide, for

any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgement may award reasonable attorneys fees to either party if upon reviewing the entire record, it appears that the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

(b) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the claimant.

(c) The word "material" as used in sections 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract."

6. CONNECTICUT SALES AND USE TAXES

- A. All contractors shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.
- B. Nonresident contractors must comply with the provisions of Connecticut General Statutes Section 12-430(7), Bond requirements for nonresident contractors, and the regulations established pursuant to that section.

7. CONTRACTOR'S QUALIFICATIONS

- A. All Bidders shall file with their bids a Statement of Bidder's Qualifications on the provided form.
- B. When evaluating a Contractor's qualifications, as per Section 4b-92 and 4b-94 of the Connecticut General Statutes, the Department shall evaluate: the skill, ability and integrity of the Contractor in terms of the Contractor's ability to fulfill the Contract obligations; and the Contractor's experience or lack of experience and the Commissioner reserves the right to reject any or all such Contractors that are deemed not qualified to perform the Work under this Contract.
- C. Bidders must be able to demonstrate recent successful experience with the type of work described in this bid package. Bidders must also list the specific personnel possessing that experience and their intent to employ these same personnel for this project. This information is required in the Statement of Bidders Qualifications section, pages BQ-1 through BQ-3. The Department reserves the right to reject any bidders who lack recent experience with the type of work required for this project.

8. PERCENTAGE OF WORK TO BE COMPLETED BY THE CONTRACTOR

The bidder must perform at least 70% of the Work with its own forces. At the time of Contract signing, the apparent low Bidder shall submit a letter certifying the percentage of the Work to be completed by its own forces and stating the portions of the Work by division or portion of the Technical Specifications and the estimated value thereof.

This project is also subject to the State's Contractor & Minority Business Set-Aside Program Goals of 25% Small Business Enterprise (SBE) and 6.25% Minority Business Enterprise (MBE) based on the entire amount of the Contract. The selected Contractor is therefore encouraged to solicit bids from subcontractors and/or vendors who are currently certified by the State through its Department of Administrative Services, Supplier Diversity Program, as MBEs which are SBEs with at least 51% ownership by one or more persons who are American Indian, Asian, Black, Hispanic, have origins in the Iberian Peninsula, women or disabled.

9. SUBCONTRACTORS

At the time of Contract Signing, the apparent low Bidder shall furnish the names and addresses of responsible and qualified Subcontractors who will perform Work on the Contract. The list shall show the Work to be performed by each Subcontractor by the division or portion of the Technical Specifications and the estimated value thereof.

10. CONTRACT TIME

- A. The Contract Time is the number of calendar days allowed for the execution and completion of the Contract. Calendar days shall mean consecutive days in order including Saturdays, Sundays and Legal Holidays. The time allowed for the Work to be done on a project will be computed on the basis of calendar days, but actual work shall not be performed on Saturdays, Sundays or Legal Holidays except by written direction or consent of the Department of Energy & Environmental Protection.
- B. All Work under this Contract shall be completed within **180 calendar days** after Notice to Proceed.

11. UNION LABOR

Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

12. QUANTITY OF WORK

- A. Bidders must satisfy themselves by personal examination of the site of the work and the plans relating thereto; and form their own judgements of the quantities and character of the Work to be done, and make their bids accordingly.
- B. No claims on account of the nature of the Work, the amount of the Work to be done or the site where the Work is to be executed will be considered or allowed by the State, except for Unit Price items stated in the Bid Proposal.

14. QUALITY OF WORK

- A. The selected Contractor shall be responsible for constructing and performing, and maintaining quality control, over all Work as required under Articles 2 through 8 and 14 of the Project General Conditions (Ref. Pages CG-6 through CG-8, and CG-10, of the Contract Documents).
- B. The selected Contractor shall also be subject to evaluation by the DEEP Water Planning and Management Division at the conclusion of the Project. The form (Personal Service Contractor Evaluation, OPM Form/Rev. 02-17-09) to be used for this purpose as designated by the DEEP Commissioner, is included in the Contract Documents.

STATEMENT OF BIDDER'S QUALIFICATIONS

**STATE OF CONNECTICUT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION**

Bidder's name _____

Bidder's address _____

When organized? _____

How many years have you been engaged in the contracting business under present firm name? _____

Financial statement (attach separate statement hereto if space is inadequate) _____

Credit available for this Contract _____

Contracts now in hand (gross amount) _____

Personnel of organization _____

Have you ever refused to sign a contract at your original bid? _____

Have you ever defaulted on a contract? _____

Have you contracted with the Department of Energy & Environmental Protection before?

Please complete the references page following.

References - List three projects, similar in size and scope to this one that were successfully completed by your firm as the principal contractor, that involved work on dams, water control, earthwork, and concrete placement.

(1) Project: _____
Owner: _____
Contract Amount: _____ Year Completed: _____
Owner Contact Person & Phone No: _____

List names of Personnel with significant responsible experience with the project:

1. Principal Superintendent: _____ Available to oversee this contract? _____
2. Other: _____ Position: _____ Available for this contract? _____
3. Other: _____ Position: _____ Available for this contract? _____

(2) Project: _____
Owner: _____
Contract Amount: _____ Year Built: _____
Owner Contact Person & Phone No: _____

List names of Personnel with significant responsible experience with the project:

1. Principal Superintendent: _____ Available to oversee this contract? _____
2. Other: _____ Position: _____ Available for this contract? _____
3. Other: _____ Position: _____ Available for this contract? _____

(3) Project: _____
Owner: _____
Contract Amount: _____ Year Built: _____
Owner Contact Person & Phone No: _____

List names of Personnel with significant responsible experience with the project:

1. Principal Superintendent: _____ Available to oversee this contract? _____
2. Other: _____ Position: _____ Available for this contract? _____
3. Other: _____ Position: _____ Available for this contract? _____

Additional information regarding your qualifications for this work:

The Commissioner of the Department of Energy & Environmental Protection will review Bidder's qualifications and determine if the Bidder:

- a. Has adequate financial resources, or the ability to secure such resources
- b. Has the necessary experience, organization, technical qualifications, and has, or can acquire, the necessary equipment to perform the proposed contract.
- c. Is able to comply with the required performance schedule or completion date, taking into account all existing commitments
- d. Has satisfactory record of performance, integrity, judgement, and skills
- e. Has adequate experience in performing dam construction, flood control, water related and/or water control projects
- f. Has employed adequate sediment and erosion control methods on previous projects

The Bidder agrees that the Commissioner of the Department of Energy & Environmental Protection has the right to reject any bid if the Commissioner believes it would not be in the best interest of the project to make an award to that Bidder. The Bidder also agrees that the Commissioner's decision is final.

The above statement must be subscribed and sworn to before a Notary Public.

By _____ Date _____

STATE OF _____)
)
COUNTY OF _____)

ss _____

The foregoing instrument was acknowledged before me
on this _____ day of _____, 201__.

NOTARY PUBLIC
My Commission Expires:

STATE OF CONNECTICUT CONTRACT COMPLIANCE ITEMS

NOTE: All forms associated with these items must be completed by Bidders and submitted with bids.

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

(Revised 09/17/07)

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

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

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

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 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 ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name	MI	Last Name	Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

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Department _____ Approved Pending Investigation

(Compliance Officer)

Date: _____ Disapproved Investigation Requested

**STATE OF CONNECTICUT
EMPLOYER REPORT OF COMPLIANCE STAFFING**

This form should reflect the number of permanent employees on your payroll on date of submission.

Name of Contracting Firm	Type of Report
Address (No. And Street) (City) (State)	<input type="checkbox"/> Prime Contractor
	<input type="checkbox"/> Subcontractor

EMPLOYEE INFORMATION

Total Employed	White	Black	Spanish Surname	Other (Specify)
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Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor?

If yes, list the name and address of the agency or organization.

YES

Name Address (No. And Street, City, State)

If no, indicate the usual methods of recruitment.

NO Connecticut State Employment Service

Private Employment Agency

Newspaper Advertisement

Walk-In

Other (specify)

The signer certifies that its practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer agrees it will affirmatively cooperate in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment and the terms and conditions of employment under the contract shall be in accordance with the purposes and provisions of Executive Order Number Three.

Yes No Is firm in minority ownership? (51% of assets in control of minorities)

I certify that the above is correct to the best of my knowledge.

Employer _____ Date _____

By _____
Signature Title

Article X of Executive Order Number Three

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the Labor Commissioner may adopt, the Commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the Labor Commissioner in implementing this Order.
- (2) Recommend to the Commission on Human Rights and Opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under Chapter 563 of the General Statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under Chapter 939 of the General Statutes.
- (4) Cancel, terminate, suspend or cause to be canceled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the discrimination provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the Labor Commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the Labor Commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contractor provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be canceled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute of this Order.

GUIDELINES AND RULES OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES

- a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or offices, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.
- b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and These Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.
- c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES

As used herein, employees are persons working full or part-time irrespective of personnel classifications where wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

- a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.
- b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or requests within the times prescribed by the Labor Commissioner.
- c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed as to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.
- d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three and are public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.
- e. Any person who willfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

- a. All contracts shall contain the following provisions verbatim:

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

jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.

- a. The above paragraphs contain requirements additional to those set forth in the July 16, 1971 directive to state agencies.
- b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said order as to nondiscrimination, and vendor agrees to comply therewith.

- c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the state agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a compliant alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, unregarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints heard. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employees, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-31(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971

JACK A. FUSARI
LABOR COMMISSIONER