



**REQUEST FOR QUOTATION**

**This is NOT an order to ship.**

Please quote on the commodities or services listed below.  
**All prices must be FOB Destination.**  
You must show Unit Price, Amount and Total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. CCSU reserves the right to reject in whole or in part any or all bids submitted.

**VENDOR NAME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**BID NUMBER –**  
**2019-25**

**BID DUE DATE:**  
**April 17, 2019**  
**3:00 PM**

ISSUED BY (return to)  
**Central Connecticut State University**  
**Purchasing Department, Davidson Hall room 22802**  
**1615 Stanley Street**  
**New Britain CT 06050-4010**

**DATE ISSUED:**  
March 20, 2019

SIGNED (for Agency)

*Thomas Brodeur, C.P.M.*

Prepared by:  
Thomas Brodeur, C.P.M.  
Director of Purchasing  
Phone 860-832-2531

Purchasing Authority:  
C.G.S. 10a-151b  
C.G.S. 4a-52a

**DESCRIPTION**

Provide various site work, including but not limited to selected demolition and new construction, to CCSU as needed.

- **Mandatory pre-bid conference** and site inspection to be held on **April 2, 2019** at 10:00 AM at East Hall. Late arrivals (more than 10 minutes) will not be given credit for attendance nor allowed to participate in the bid process.
- This RFQ has been set aside for CT SBE/MBE/WBE enterprises currently registered with the State of CT Supplier Diversity Program ONLY. Copy of current certification must accompany RFQ response.
- Return bid to the CCSU Purchasing Dept, Davidson Hall room 22802 in a sealed bid envelope marked: **Sealed Bid # 2019-25 Due by 3:00 PM on April 17 2019.** Faxed or emailed responses will not be accepted.
- Prevailing Wage Rates - While the majority of CCSU site work requirements are “stand-alone” and or relatively smaller dollar value projects and have historically not been subject to State of CT Prevailing Wage Rates (CGS 31-53 and 31-53a), occasionally site work is either a part of a larger project that is subject to Prevailing Wages or alone is of such a value that Prevailing Wage laws would apply. As such the awarded vendor is hereby notified that certified payroll prevailing wage documentation may be required for specific projects.
- For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.  
See Attached SEEC Form 11 \_\_\_\_\_(Initial) / \_\_\_\_\_(Date)

Vendor Authorized Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Extension \_\_\_\_\_  
FEIN \_\_\_\_\_

Date \_\_\_\_\_

Cash Discount Payment Terms \_\_\_\_% \_\_\_\_days, Net 30

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**CCSU RFQ # 2019-25**  
**SPECIFICATIONS FOR CAMPUS-WIDE**  
**CONCRETE SITE DEMOLITION AND CONSTRUCTION**

**1.01 SCOPE:**

**A.** The selected Contractor (hereinafter called the "Contractor") will provide the listed construction services for Central Connecticut State University (hereinafter referred to as "CCSU" or "the Agency") on an as-needed basis.

**B.** The selected Contractor shall provide for the selective demolition of deteriorated site structures including but not limited to concrete and stamped asphalt walks, ramps, pads, loading docks, light pole bases, handrails, parking lots and parking garage structures, subsurface drainage, site utility, and manhole structures and related infrastructure; and shall furnish all related construction and site restoration services as requested, including, but not limited to: new concrete and stamped asphalt sidewalks, stairs, ramps, pads, light pole bases, steel handrails, subsurface drainage, utility and manhole structures and related infrastructure, parking lots, concrete slabs and structural elements (including Carbon Fiber structural mat). Provide all related construction and lawn establishment services, including but not limited to sod hydro-seeding and screened topsoil in areas where concrete, pavement or other surfaces have been removed and are not intended to be replaced, as requested by CCSU. (Please see attachment B for typical concrete details)

**C.** Note that it is not the intent of this RFQ or of CCSU to limit services performed under any resulting award. As such, CCSU reserves the right to negotiate for and include services related to any given site work that is not specifically addressed or priced in this RFQ. Such related services may include, but are not limited to, concrete and crack repairs, joint repairs, natural stone repairs, and decorative surfacing and top coating options, and large scale snow removal at the athletic fields. (Note that CCSU has a separate contract for campus snow removal.)

**1.02 GENERAL INFORMATION:**

**A. Award, Contract and Contract Period:**

- i. CCSU reserves the right to award contracts to one or more respondents based on bid response structures and the best interest of CCSU.
- ii. CCSU shall enter into a Contract with the awarded contractor for the services described herein. Purchase Orders issued by the Agency's Purchasing Office shall be issued for individual projects or repaired on an as-needed basis once a contract has been executed. No work is to be done prior to receiving a valid, signed Purchase Order.
- iii. See Attachment A for a draft of the contract language that will be let as a result of this RFQ.
- iv. The contract period for the described services will be for a one (1) year period, starting upon execution date of the resulting contract, on or about July 1, 2019. The Agency reserves the right to renew this contract, for any or all items, with the consent of the Contractor, for an additional three years in one year intervals thereof.

**B. Submission of Questions**

Contractors may submit questions or requests for clarification via email to [brodeur@ccsu.edu](mailto:brodeur@ccsu.edu). The deadline for submission of questions is 4:30 p.m., E.S.T., on April 10, 2019. Any answers, clarifications or corrections that change the scope of this RFQ will be issued as an addendum.

**C. Addenda to this RFQ**

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be posted on the State Contracting Portal on the DAS CCSU page and on the CCSU Purchasing Department bids website - <http://www.ccsu.edu/purchasing/currentBids.html>

It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFQ process for updated information or addenda related to this RFQ.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the proposal on or before the proposal opening date and time.

This process is intended to ensure that all vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University.

#### **D. Historical Data**

As historical information on usage or needs, CCSU spent roughly \$2,000,000 on site work related services over the past two complete fiscal years (July 2016 – June 2018). **This information is provided for reference ONLY and is NOT a guarantee of future needs or obligations.**

#### **E. Travel Time**

At no time during the contract shall contractor invoice the University for travel time costs or normal delivery costs. Invoices will only be paid for hours spent on the job.

#### **F. Invoicing**

The contractor shall invoice CCSU for each project or repair made as soon as the specified job has been completed. Monthly-accumulated bills will not be allowed.

#### **G. Holidays**

Holidays shall be defined as New Year's Day, the Fourth of July, Thanksgiving Day and Christmas Day.

#### **H. Bonds**

**i. Performance Bond:** The bidder awarded the contract shall, within Ten (10) Days after the award thereof submit to CCSU a properly executed Performance Bond, in the form provided herein, in the amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS and having as surety thereto such Surety Company or Companies acceptable to the Agency and authorized to transact business in this State.

**ii. Labor and Material Bond:** At the same time, the bidder awarded the contract shall submit to CCSU an additional Bond, in the amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS, 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 work to be performed under the contract and have as Surety thereto such Surety Company or Companies as are authorized to transact business in this State. Such additional Bond shall be held by CCSU 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 work as herein provided and who has not been paid thereof. Such additional 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 thereof for such sum or sums as may be justly due. CCSU shall not be liable to furnish council nor for the payment of any cost or such claim.

**iii. Continuous Effect:** These bonds are to be in effect continuously for the life of the contract.

**iv. Suit on Bond:** In the event that the Agency suffers any financial loss in the course of exercising its right of termination under the above paragraph, the Agency reserves the right to recover these losses from the proceeds of the Contractors Performance Bond. Recoverable losses include all costs associated with completing the obligation of this contract, including all administrative cost in selecting a suitable replacement landscape contractor.

**I. Permits and Licenses**

Contractor shall comply with all applicable federal, state and municipal laws, ordinances, building, and construction codes. Contractor and its employees shall acquire and possess all required permits and licenses. Contractor shall be responsible for the payment of all fees associated with these permits, licenses and inspections. Contractor shall provide a list of licensed employees who will be working under the subsequent contract. List of licensed employees shall be submitted to the Agency prior to any work being performed under the subsequent contract..

CCSU reserves the right to request copies of these permits and licenses during the review of RFP responses and at any time during the subsequent contract term. Failure to produce said permits and licenses within two business days shall be cause for either non-award or cancellation of the contract.

**J. Safety**

The Contractor is reminded that all work will be carried out on a busy university campus. Safety is of utmost importance. The Contractor shall conduct all operations in a safe manner and shall comply with all pertinent local, state and federal safety regulations and with whatever requirements deemed necessary by the Agency Representative, CCSU Department of Public Safety or by CCSU Office of Environmental Health and Safety to protect the health, safety and well-being of the university community. All work sites must be taped off and/or barricaded. Safety precautions must be taken at all times to prevent the possibility of injury to pedestrian traffic. Refer to section 1.32 for further information.

**K. Scheduling**

The Agency may restrict the Contractor's work hours to avoid interference with normal university operations. The Contractor shall cooperate with the Agency in scheduling and performing work in accordance with the Agency's requirements.

**L. Coordination with Other Projects**

The Agency reserves the right to perform work in connection with any project with its own forces or other contractors relating to such project or on adjoining sites. In such cases, the Contractor shall afford the other contractor(s) reasonable access and egress, opportunity for storage of materials and equipment for their work. Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, comply with the decision of the Agency Representative concerning resolution of the dispute

**M. Executive Orders**

The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to 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.

## **N. Nondiscrimination Statement**

Central Connecticut State University is an affirmative action equal opportunity institution. 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.

### **1.03 Inspection Program for Sidewalks, Ramps, Stairs and Walls**

1. Contractor agrees to provide a formal documented inspection program of all sidewalks, ramps, stairs and walls on campus;
2. Contractor agrees to provide annual inspections of all areas. Campus areas shall be broken up by the Agency so that the Contractor can inspect areas in three (3) month intervals;
3. After completing an inspection area the Contractor shall provide the Agency a written quote of proposed repair work. The Contractor shall only provide repair work with Agency approval:
  - a. All concrete areas will be inspected and assessed by the Contractor, and areas of priority will be established as follows:
    - i. Priority 1 areas contain an immediate safety concern. Immediate safety concerns include: a vertical offset of one (1) inch or more; excessively cracked or spalled concrete slabs or areas; concrete pitching toward foundations and structures where an adverse effect from moisture may occur; and, any additional areas of settlement where water collection or ponding is creating a hazardous situation;
    - ii. Priority 2 areas contain a potential safety concern. Such concern is defined as: a vertical offset of one-half (½) inch to one (1) inch; cracking or spalled concrete slabs of areas in high-traffic areas that are of concern; concrete pitching toward foundations and structures; and, areas of settlement where water collection or ponding is likely;
  - b. Any level-grade concrete area with vertical offset of one-quarter (¼) inch or more should be repaired at Agency's request, in accordance with Section 4.5 of the American with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
  - c. New concrete slabs and concrete repairs implementing new sections of poured concrete shall include welded wire reinforcement, control joints, felt expansion joint filler, trench drains or other required drains, broom finish, sloped to drain without any ponding or local depressions. Layout of work to be reviewed with CCSU prior to implementation. Contractor shall provide compressive strength testing for all concrete work. A sheet of "typical details" has been provided in this document to set expectations for concrete and paving details including doweled connections to adjacent concrete slabs. All layouts shall be reviewed with CCSU prior to pouring concrete to confirm design aspects. Proper curing measures must be implemented to take weather and temperature into consideration; a uniform finish must be achieved and any "tiger-stripping" or other discolorations must be corrected. Any areas not conforming to these requirements shall be removed and replaced at the contractor's expense.
4. All concrete walks must be monitored for a minimum of (4) hours. Any scratch graffiti will be replaced at the expense of the Contractor.
5. Concrete Structural Beam Repair (including parking structures, as directed by Structural engineer's inspection)

Work to include removal of unsound concrete to reinforcing (or as directed by the structural engineer), structural shoring of beams and effected areas, formwork around effected beams, grouting of beams, and adhesion and wrapping of Carbon Fiber structural wrap as directed by the structural engineer. Work to be undertaken only by contractors that are certified in Carbon Fiber Wrap construction

#### **1.04 Sidewalk Raising**

Sidewalk raising units shall include the removal of temporary bituminous or mortar shims, layout, mud hole drilling, jacking, joint sawing, hole plugging, panel blemish repair and clean-up, as required to level and repair sidewalk stones as marked. Sidewalk raising and mud jacking will be measured per cubic yard of material pumped under the concrete slab and will be paid for at the per cubic yard unit price. This price shall be full compensation for drilling, pumping, cutting, furnishing all material, labor, tools, equipment and incidentals necessary to complete the work:

1. Sidewalk raising materials shall include the following:
  - a. Dry Soil Mixture: The Contractor shall supply and use a soil mixture for jacking composed of lime, sand, and ground clay. The dry soil mixture shall contain the following items in the following proportions:
    - i. Lime 35%;
    - ii. Sand 15%;
    - iii. Ground Clay 50%;
  - b. Cement: The Contractor shall supply and use Portland Type 1 cement in mud jacking that conforms to the American Association of State Highway and Transportation Officials (AASHTO) M85 standards as amended to date;
  - c. Water: The Contractor shall supply and use water of drinkable quality; and
  - d. Panel Patching: The Contractor shall supply and use panel patching mortar made with 3 parts Portland Type 1 cement and one part mason sand;
2. Sidewalk raising material proportions shall include the following:
  - a. Jacking Material: Mud for slab jacking shall be mixed with a proportion of cement to dry soil mixture not less than 1 to 7, sufficient water shall be added to provide a workable consistency. Material, once mixed shall be utilized within one hour after which, at the discretion of the Agency, may be retempered by the addition and remixing of water; and
  - b. Hole Patching: Hole patching mortar shall be made with 3 parts Portland Type 1 cement and one part mason sand;
3. Sidewalk Raising Procedures shall include but are not limited to the following:
  - a. Mud Jack Holes: The Contractor shall drill holes in the concrete slabs using caution to prevent cracking. It will be the responsibility of the Contractor to replace, at his expense any concrete slab cracked due to the drilling, excessive jack pressure, or tamping;
  - b. Mud Jacking: The Contractor shall raise concrete slabs to the required elevation and pitched as directed by the Agency. If required and approved by the Agency, sawcuts shall be made at sidewalk joints to allow free movement of the slab. Any saw cutting required shall be included in the mud jacking price;
  - c. Patching Holes: The Contractor shall clean holes through the full depth of the concrete slab by removing excess mud and wire brushing exposed sidewalks. Prior to placement of the panel patching mortar, the hole surface shall be dampened with water; and
  - d. Clean Up: The Contractor shall scrape and sweep any concrete slabs that have been mud jacked upon completion, but prior to patching.

#### **1.05 Paving**

Contractor agrees to provide paving services as requested by the Agency.

1. Paving services shall include but are not limited to the following:
  - a. Fine grading of processed stone base for pavement;
  - b. New 4" bituminous concrete pavement; and
  - c. Sealing of all joints between new and existing bituminous concrete pavement;

2. Bituminous concrete pavement shall conform to Class 2 in accordance with Section M.04 of DOT Standard Specifications for Roads, Bridges, and Incidental Construction;
3. Processed Stone Base shall conform to Section M.05.01 of DOT Standard Specifications for Roads, Bridges, and Incidental Construction;
4. Paving Installation Procedures:
  - a. The Contractor shall scarify and sprinkle the entire area to be paved with processed stone base, and then compact by rolling as described in section 1.1(c)(iii)(5);
  - b. The Contractor shall lay bituminous concrete pavement in two (2) equal lifts and conform with section 4.06 of DOT Standard Specifications for Roads, Bridges, and Incidental Construction;
  - c. The Contractor shall only apply bituminous concrete pavement when the air temperature is above 50°F and when base is dry. Processed stone base may be placed when air temperature is above 30°F and rising;
  - d. The Contractor shall remove and replace mixtures that become mixed with foreign materials and all defective areas; and
  - e. The Contractor shall place no bituminous concrete pavement or processed stone base adjacent to curbs, manhole frames or other similar structures until they have been set to the proper grade. Curbs and structures shall be protected from damage by the Contractor.
  - f. Joints between paving areas shall meet DOT standards including dovetail joints to overlap binder and finished courses at joints.
  - g. Edges of paths and walks shall be installed with enough material to provide a beveled-cut finished edge after stamping. Walks shall be placed in a manner to prevent edge cracking. Any unsuitable edges shall require replacement at contractor's expense.
  - h. All Paving shall be sloped to provide positive draining and prevent standing water or depressions. Unsuitable areas containing depressions that retain standing water shall be replaced at contractor's expense.
5. Rolling:
  - a. Begin initial rolling when mixture will bear weight without excessive displacement;
  - b. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers;
  - c. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material;
  - d. Follow breakdown rolling as soon as possible, and while mixture is still hot. Continue second rolling until mixture has been thoroughly compacted;
  - e. Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until all roller marks are eliminated and the course has attained maximum density; and
  - f. Protect from traffic during all operations.

## **1.06 Excavation**

The Contractor agrees to provide excavation services to the elevations and dimensions indicated on drawings provided by the Agency and according to the following specifications listed below:

1. Prior to starting excavation, the Contractor shall establish the location and extent of any underground utilities occurring in the work area, and notify all affected Utility Companies in accordance with Chapter 293 of the General Statutes of Connecticut ("Call before you dig" 1-800-922-4455). The Contractor shall contact CCSU Facilities Management 48 hours prior to any excavation. The Contractor agrees to take the following actions:
  - a. Abandoned Lines: Demolish and completely remove utilities indicated to be removed from site. Prior to cutting lines, verify with the Agency that lines are dead. Cut lines at least five (5') feet back from outside face of the tunnel wall. Cap and/or plug each abandoned line as directed by the Agency to provide a permanent, watertight seal;



- b. Utilities to Remain: For existing utility lines scheduled to remain, carefully protect, support and brace lines during excavation, backfill and construction operations. Backfill and compact each existing line in accordance with specific requirements indicated for each type of utility including but not limited to: water, gas, storm, sanitary, fire alarm, and electric as shown on the Agency drawings. Comply with all requirements of Trenching and Excavation Safety as defined by the Occupational Safety and Health Administration (OSHA); and
  - c. Marking Tape: Mark all exposed underground utilities with appropriate marking tape. Set tape one (1') foot above existing utility line, directly above line. Extend tape up to outside face of new tunnel wall;
- 2. Clear the ground of trees, stumps, brush, rubbish, and all objectionable material within the excavation, trenches and fill areas as directed by the Agency;
- 3. Remove all existing bituminous concrete pavement and curbing from within the excavation trenches and fill areas as directed by the Agency;
- 4. Protect the existing trees that are to remain around the excavation area;
- 5. Remove any additional items shown on the Agency drawings, or as directed by the Agency, including but not limited to removal of any materials necessary to achieve the required subgrade elevations. Contractor agrees to reuse or dispose of any materials removed from the excavation area including excess earth resulting from excavations and grading;
- 6. Saw cut remaining existing bituminous concrete pavement as directed by the Agency;
- 7. Shoring and Bracing:
  - a. Brace and shore sides of excavation as necessary to prevent danger to persons or damage to structures, injurious caving or erosion;
  - b. Provide all materials for shoring and bracing in good working condition including but not limited to sheet piling, uprights, stringers and cross braces;
  - c. Maintain shoring and bracing in excavation regardless of time period excavations will be open. Strip shoring and bracing as excavation progresses;
  - d. Repair slides and cave-ins should they occur; and
  - e. Remove shoring and bracing before backfilling, exercise care to prevent voids. Immediately fill voids, if formed, with approved fill material;
- 8. The Contractor shall assume that all excavation will be earth. If rock is encountered, the Contractor shall be compensated in accordance with the state document entitled "Earth and Rock Excavation Definition and Unit Prices". Rock shall include definite ledge formation and boulders, or the portion of boulders, one (1) cubic yard, or more, in volume.

### **1.07 Hay Bales and Stakes**

Contractor while providing work under this Agreement shall provide, place and stake hay bales at all locations necessary to intercept and to filter over ground storm water flows before they enter streams, ponds or catch basins according to the following specifications:

- 1. Hay Bales shall weigh a minimum of forty (40) pounds and weigh a maximum of one-hundred twenty (120) pounds;
- 2. Contractor shall supply and drive two (2) wood stakes per bale to secure bales to the ground. Contractor shall embed hay bales to a depth of 6 inches;
- 3. Contractor shall discharge water to pass through hay bales before entering a storm drain or water body when pumping water from excavations;
- 4. Contractor shall remove accumulated sediment and replace bales when they becomes clogged or when directed by the Agency; and
- 5. Contractor shall remove hay bales at the completion of a project unless the Agency directs otherwise.

### **1.08 Silt Fencing**

Contractor agrees to construct, maintain, replace and remove silt fences in accordance with manufacturer's specifications in order to provide temporary sediment control and protect water quality when performing services under this Agreement. Contractor agrees to use the following materials for silt fence:

1. Geotextile:
  - a. Subarticle M.08.01-26 of DOT Standard Specifications for Roads, Bridges, and Incidental Construction;
  - b. Obtain manufacturer's certification that Geotextile conforms to the requirements of these Specifications;
  - c. Obtain the Geotextile from a manufacturer who produces the material for use in silt fences and who has a design for that use; and
  - d. Do not use Geotextile susceptible to deterioration in sunlight.

### **1.09 Licensed Surveyor and Structural Engineer**

As requested by the Agency, the Contractor shall provide a Licensed Surveyor to mark out boundaries, create maps and legal descriptions for Agency property. Surveyor must also research existing site conditions including research of city and agency land records, field verification of existence of monuments, verification of street lines and setting of iron pins, drill holes or surveyor's nails for areas with no survey monuments. All field work must be done to A-2 standards.

As requested by the Agency, the Contractor shall provide a Licensed Structural Engineer to inspect buildings and/or parking structures to assess structural integrity and strength of these structures. This may include a thorough analysis of these structures and related recommendations for repair.

### **1.10 AutoCAD Drawings**

As requested by the Agency, the Contractor shall provide AutoCAD as-built drawings in AutoCAD 2018 as required for new Agency site and building construction, including but not limited to sidewalks, stairways, ramps, etc. AutoCAD drawings shall be provided at no additional charge to CCSU.

### **1.11 Sidewalk Salt Guard**

The contractor shall provide equipment and manpower to Salt Guard all new cement areas on campus. Product for salt guarding is PROSOCO Saltguard WB or approved equal. If proposing a substitute or "equal" bidder MUST include COMPLETE information and specifications on the product being offered. Alternate or substitute bids without required information shall be deemed nonresponsive and will not be considered. All proffered alternates, substitutes or "equals" are subject to evaluation by CCSU. CCSU shall be the sole judge of whether any proposed item will fulfill its requirements for its intended purpose. For further information, see Connecticut State University System Standard Terms and Conditions section II.b.10

### **1.12 Snow Removal at Athletic Fields**

1. Arute Athletic Synthetic Turf Fields: At the request of the Agency, contractor shall remove snow from all synthetic turf surfaces (football, baseball, softball, and soccer fields), walkways, driveways, and fringe perimeter areas. Minimum 60" wide snow blowers mounted on medium-sized tractors shall be operated. In the case of a heavy snowfall, a midsize tractor equipped with a snowplow or snow blower must be used. The plow should be equipped with a rubber blade along the base of the plow with skids. A PVC pipe can be slipped over the bottom of a snow plow's steel blade so that only the pipe will slide on the synthetic surface. No lawn tractors or walk behind snow blowers shall be allowed on the fields. All snow must be entirely removed from the campus. Corrosion Inhibited Calcium Chloride must be used to melt ice and snow

Special notes on snow removal services –

The individual actions of plow operators and all other workers will be closely monitored with respect to any damage and/or lack of concern for State Property. The CCSU Police Department and Facilities Management will investigate

all instances of damage to State Property including field surfaces. The Contractor is responsible for reimbursing CCSU for all damages caused by their staff.

CCSU will use the Weather Works Inc software for official verification of snow fall accumulation for pricing and invoicing.

**1.13 Lawn Establishment and Repair:** At the request of the Agency the Contractor shall provide lawn establishment services, which shall include but not be limited to sod, hydro-seeding, and screened topsoil in areas where concrete, pavement or other surfaces have been removed by the Contractor and are not intended to be replaced.

The Contractor will be responsible, at their own expense, for any and all lawn areas damaged by the Contractor's operations. Repair shall include but not be limited to: filling, regrading, raking, rolling, seeding and watering or whatever measures are necessary to restore damaged lawn areas to its original condition.

#### **1.14 Asphalt Stamping (and Stamping repairs)**

Asphalt stamping (texturing) is a highly specialized process that requires the skill of a qualified applicator working with the proper equipment and applying highly specialized coating(s) designed specifically for application to asphalt pavement. For the purpose of pricing asphalt stamping projects, the measured area will be the actual area to receive the texturing. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards, etc.

##### **A. Equipment**

The contractor shall provide the following specialized equipment required for performance of the work described herein.

1. Metal wire rope templates, used to create the desired imprint pattern and manufactured specifically for this type of application. These include the CCSU Standard "Herringbone Brick" pattern and soldier course border as well as custom patterns on request. Custom patterns (once purchased) shall remain the property of CCSU stored by the contractor but available for future use.  
2-tone minimum coating color as the campus standard. All new work (including patches) shall match and align with existing patterns and colors.
2. Asphalt pavement re-heat equipment specifically designed for asphalt pavement texturing. The asphalt pavement re-heat equipment must cycle the heat application and must allow the equipment operator to check the pavement surface temperature during the heating process. Heaters without these controls are not acceptable.
3. Hand-held portable heating devices, to be used only for areas where it is difficult to operate the re-heat machine. These may not be used as the primary pavement re-heating device.
4. Finishing tools to complete the imprint of the asphalt pavement in areas which may be inaccessible to the template such as curbs and manhole covers.
5. Vibratory Plate Compactors to press the templates into the heated asphalt pavement to create the specified pattern.
6. Specialized coating spray equipment for application of the coating. Must be capable of applying the coating to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating.

##### **B. Products, Coatings**

The contractor shall use only asphalt pavement coatings which are specifically manufactured for these applications. Such coatings are made to provide durable, long lasting color and texture, wet wear durability, crack resistance, fade resistance, adhesion, and friction properties. The asphalt pavement coating must be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC). Campus standard coating colors to be 2-color minimum with custom colors at the University's request.

C. Execution

The pavement texturing system shall be supplied and installed in accordance with best industry practices, any applicable State and local rules and regulations and the plans and specifications provided by CCSU.

In general, contractor shall be responsible for removing existing concrete, installing four inches (4”) of processed gravel, preparing the gravel for the asphalt, installing two inches (2”) of a durable and stable asphalt pavement mix, and applying the texture (stamp) in the design and color required by CCSU.

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue prior to application of the texture.

Coating shall be applied per coating supplier’s recommendations. Special care and attention must be paid to ensure asphalt coatings are applied in environmental conditions that permit proper cure. The pavement surface shall be completely dry and thoroughly cleaned prior to application of the asphalt pavement coating(s).

D. Asphalt Stamping Repair

Cracks in stamped asphalt paths shall be repaired as follows. Sections of asphalt will be saw-cut/milled in an area approximately 1’ beyond each side of the crack in a line perpendicular to the edge of the asphalt to be milled to the binder course and removed. An asphaltic bonding agent will be applied and then re-paved to provide a flush condition. The asphalt patch will then be stamped and coated to match the existing adjacent pattern, texture, and color.

**1.15 Unit Prices:**

**A.** The bidder shall list below a unit price for each of the categories indicated. A bidder’s failure to include price for any of the listed categories will result in the Agency’s rejection of the bid. Each unit price listed shall include all labor and material necessary to comply with requirements of drawings and specifications.

**B.** all quotes for work related to this RFQ/contract shall clearly reflect appropriate unit prices as presented in the RFQ response. For example –

Demo of Bituminous Concrete	\$_____ X 300 SF = \$_____
Backhoe with hydraulic hammer	\$_____ X 4 hours = \$_____
Laborer	\$_____ X 16 hours = \$_____
	Total \$_____

Contractor shall be able to offer additional discounts or “round down” total pricing (for example, \$22,140 less \$140 discount = \$22,000), but Contractor shall be responsible for demonstrating how the original cost was determined. Lump sum quotes will be held until Contractor provides pricing per above.

## **1.16 Environmental Health and Safety Procedures and Requirements**

The CCSU Office of Environmental Health and Safety (EH&S) remains committed to providing a safe work place environment for its students, faculty, staff and contractors. The following procedures have been put into place for all contractors to follow with all work both routine and emergency. Failure to comply will lead to job stoppage, employee suspension or removal and possible loss of contract work.

- A. All workers need to be experienced and OSHA safety trained in their specific job duties or trades.
- B. A job hazard analysis must be completed in writing by the contractor utilizing administrative, engineering and personal protective controls.
- C. A safety plan must be submitted for approval to the CCSU EH&S, including all Material Safety Data Sheets along with OSHA 10 and all other document-required trainings, i.e. scaffolds, confined space, lift truck, tow motor, etc.

Barricades, safe work zones, signage, timing of work and other work control methods are required in the safety plan as the protection of the students, staff and faculty and workers is required at all times and is of the utmost importance.

All unsafe work conditions are required to be addressed at once. Near misses and other unsafe events should be documented and reported to the EH&S office at once.

- D. A hot work permit must be obtained prior to any hot work. Contact EH&S for written permission.
- E. If any work will block or alter a response of Emergency Apparatus, (fire, police or medical) the contractor must gain approval from the CCSU EH&S in advance.
- F. Contractor are NOT ALLOWED to tamper or disable any fire detection/protection device without the written permission of the CCSU EH&S. This includes physically covering a device.
- G. Contractor must provide to EH&S a list of emergency contact numbers during work and off hours.
- H. Contractor assumes responsibility for site safety at all times. If any student or staff enters into a work zone without being signed onto the safety plan or not wearing the correct personal protective equipment, work must be stopped and the situation corrected.
- I. Contractor assumes responsibility for securing the site or any hazards upon completion of work both at lunch and end of day.
- J. Contractor is required to secure and provide a "CALL BEFORE YOU DIG" permit if digging any holes by mechanical means, and only after an acceptable layout has been done.
- K. All contractor injuries must report to the CCSU EH&S within 1 hour of the injury. A written report, photos and method changes will be required before the job re-starts.
- L. Contractors doing work on off hours (Monday thru Friday 8:00 am to 4:00 pm) must sign in and out with the university Police Department whenever there is no project manager, CCSU contract administrator or EH&S professional available.
- M. The project managers will perform job site inspections daily or as needed with the project contact person.
- N. Any changes to work plans or documents require reporting to CCSU EH&S
- O. Unless specifically required for the project at hand, use of campus sidewalks by contractor vehicles is restricted to emergencies only and needs prior approval by EH&S or the University Police. All vehicles on campus sidewalks shall follow these rules of operation:
  - Vehicle speed shall not exceed 5 mph
  - Vehicle shall turn on flashers and headlights at all times
  - Driver and passenger(s) shall wear seatbelts whenever the vehicle is in motion
  - Contractor shall provide a ground man for larger vehicles and or while backing up
  - **ALL** vehicles temporarily parked on sidewalks shall pull to one side, to allow safe passage; orange cones and tape shall be placed to provide safe areas for pedestrian travel and egress at all times
- P. No work by a contractor or sub will start without first contacting the office of Environmental Health and Safety unless it has immediate impact to student/staff safety or is emergency response related. All off hour injuries, near miss, and other incidents require immediate contact even in off hours. CCSU Office of Environmental Health and Safety contact information:  
Karen Misbach 860-832-2499, email: karen.misbach@ccsu.edu  
Terrence Ferrarotti 860-832-2386, email: ferrarottitep@ccsu.edu  
CCSU Police Department 860-832-2375

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**WORK ITEM DESCRIPTION for RFQ 2019-25**

**UNIT COST**

**DEMOLITION OF EXISTING STRUCTURES:**

- 1. Demolition and Removal of Bituminous Concrete \_\_\_\_\_/SF  
(Include removal and disposal of sub-base)
- 2. Demolition and Removal of Concrete Structures \_\_\_\_\_/TON  
(To include walks, ramps, stairs, light bases, brick, concrete block, stonework etc.  
Include removal and disposal of sub-base)

**NEW CONSTRUCTION and EXISTING SITE REPAIRS:**

- 1. CMU Walls, interior, 8” \_\_\_\_\_/SF
- 2. 8” Exterior CMU Wall with 4” Brick Veneer \_\_\_\_\_/SF  
(incl #5 reinforcing at 48” o.c.)
- 3. Concrete Sidewalks \_\_\_\_\_/SF  
(Include installation on new stone base)
- 4. Seal existing side walk expansion joints \_\_\_\_\_/LF  
(Incl. cleaning of the joints and installation of closed cell backer rods with Sonneborn self leveling SL2 polyurethane wide expansion joint sealant, Gray color)
- 5. a) Cast-in –Place Concrete Stairs \_\_\_\_\_/SF  
(Include installation on new stone base)  
    b) Pre Cast Stairs \_\_\_\_\_/SF
- 6. Concrete Ramp (4,000 lb) \_\_\_\_\_/SF  
(Include installation on new stone base)
- 7. Concrete Pad (4,000 lb) \_\_\_\_\_/SF  
(Include installation on new stone base)
- 8. Extruded Bituminous Concrete Curbing \_\_\_\_\_/ LF
- 9. Stamped Asphalt \_\_\_\_\_/SF
- 10. Stamped Asphalt 2 tone coating/painting \_\_\_\_\_/SF

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

Authorized Signature \_\_\_\_\_

- 11. Stamped Asphalt patterning/styles (herringbone, etc) \_\_\_\_\_/SF
- 12. Stamped Asphalt multiple/custom colors \_\_\_\_\_/SF
- 13. Stamped Asphalt logo or custom pattern \_\_\_\_\_/SF
- 14. Stamped Asphalt Repair \_\_\_\_\_/SF
- 15. Stamped Asphalt – Recoating (2-color) \_\_\_\_\_/SF
- 16. Concrete Beam Repair / Carbon Fiber Wrap \_\_\_\_\_/SF

**WORK ITEM DESCRIPTION for RFQ 2019-25 (Continued)**                      **UNIT COST**

- 14. Stamped Asphalt Paint Reapplication \_\_\_\_\_/SF
- 15. Stamped Asphalt Repairs \_\_\_\_\_/SF
- 16. Catch Basin \_\_\_\_\_/EA
- 17. Yard Drain Basin \_\_\_\_\_/EA
- 18. Concrete Beam Repairs \_\_\_\_\_/ LF
- 19. Extruded Bituminous Concrete Curbing \_\_\_\_\_/ LF
- 20. Extruded Concrete Curbing \_\_\_\_\_/LF  
(Including reinforcing bars
- 21. Paving parking lots (blacktop) per square foot \_\_\_\_\_/SF  
(Including 2” top and 2” base course on 8” stone base)
- 22. Bituminous Concrete walkways \_\_\_\_\_/SF  
(Including 2”top and 2” base course on 8” stone base)
- 23. Remove existing top course and \_\_\_\_\_/SF  
Install new 2” top course pavement
- 24. Fill in pavement cracks with hot applied rubberized joint sealant \_\_\_\_\_/LF
- 25. Salt Guard Application \_\_\_\_\_/SF

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

Authorized Signature \_\_\_\_\_



- 26. Sidewalk, Ramps, and Stair Inspections \_\_\_\_\_/Inspection
- 27. Licensed Surveyor \_\_\_\_\_/HR
- 28. Licensed Structural Engineer \_\_\_\_\_/HR
- 29. Pipe Jacking under sidewalks \_\_\_\_\_/LF
- 30. Sidewalk Raising/Mudjacking \_\_\_\_\_/CY
- 31. Sawcutting \_\_\_\_\_/LF
- 32. Bedding Sand \_\_\_\_\_/SY
- 33. Stone Dust \_\_\_\_\_/SY
- 34. Trap Rock \_\_\_\_\_/SY
- 35. Railings \_\_\_\_\_/LF

**WORK ITEM DESCRIPTION for RFQ 2019-25 (Continued)**      **UNIT COST**

**LAWN ESTABLISHMENT SERVICES:**

- 1. Sod (Delivered, Installed & Watered) \_\_\_\_\_/SF
- 2. Hydroseeding \_\_\_\_\_/SF
- 3. Screened Topsoil \_\_\_\_\_/SY

**WORK ITEM DESCRIPTION for RFQ 2019-25 (Continued)**      **UNIT COST**

**LABOR and EQUIPMENT for other GRADING & EARTHWORK**

**All equipment to be priced for equipment AND operator**

- 1. Bulldozer, D3 or equal \_\_\_\_\_/HR
- 2. Backhoe, John Deere 410 or equal \_\_\_\_\_/HR

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

Authorized Signature \_\_\_\_\_

- 3. Backhoe with hydraulic hammer  
35,000 lb or equivalent \_\_\_\_\_/HR
- 4. Excavator, 45,000 lb or equivalent \_\_\_\_\_/HR
- 5. Triaxle (18 yd) \_\_\_\_\_HR
- 6. Pickup Truck with tools \_\_\_\_\_/HR
- 7. Dump Truck, 5-7 yard \_\_\_\_\_/HR
- 8. Jackhammer \_\_\_\_\_/HR
- 9. Triaxle \_\_\_\_\_/HR
- 10. Paver \_\_\_\_\_/HR
- 11. Roller \_\_\_\_\_/HR
- 12. Payloader \_\_\_\_\_/HR
- 13. Grader \_\_\_\_\_/HR
- 14. Laborer \_\_\_\_\_/HR
- 15. Foreman or Supervisor (as requested) \_\_\_\_\_/HR

**PREVAILING WAGE RATE PROJECTS**

For projects that fall under the definition of Prevailing Wage Rate projects (as determined by CCSU) the Contractor shall be allowed to adjust any of the above rates necessary for such projects by a flat percentage as follows –

Laborer, Prevailing Wage Rate increase \_\_\_\_\_%

All other categories above, Prevailing Wage Rate increase \_\_\_\_\_%

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

Authorized Signature \_\_\_\_\_

**Snow Removal for Arute Synthetic Turf Fields and Bleachers  
(baseball, softball, football, and soccer fields)**

A) Provide pricing for providing all equipment and personnel to remove snow off the Athletic fields and from campus in accordance with the attached specifications.

**Football Field**

1. 0" – 3" \$\_\_\_\_\_ per storm
2. 3.1" – 6" \$\_\_\_\_\_ per storm
3. 6.1" – 9" \$\_\_\_\_\_ per storm
4. 9.1" – 15" \$\_\_\_\_\_ per storm
5. Additional cost per inch over 15" \$\_\_\_\_\_ per inch
6. Application of Corrosion Inhibited Calcium Chloride \$\_\_\_\_\_ per pound

**Soccer Field**

1. 0" – 3" \$\_\_\_\_\_ per storm
2. 3.1" – 6" \$\_\_\_\_\_ per storm
3. 6.1" – 9" \$\_\_\_\_\_ per storm
4. 9.1" – 15" \$\_\_\_\_\_ per storm
5. Additional cost per inch over 15" \$\_\_\_\_\_ per inch
6. Application of Corrosion Inhibited Calcium Chloride \$\_\_\_\_\_ per pound

**Softball Field**

1. 0" – 3" \$\_\_\_\_\_ per storm
2. 3.1" – 6" \$\_\_\_\_\_ per storm
3. 6.1" – 9" \$\_\_\_\_\_ per storm
4. 9.1" – 15" \$\_\_\_\_\_ per storm
5. Additional cost per inch over 15" \$\_\_\_\_\_ per inch
6. Application of Corrosion Inhibited Calcium Chloride \$\_\_\_\_\_ per pound

**Baseball Field**

1. 0" – 3" \$\_\_\_\_\_ per storm
2. 3.1" – 6" \$\_\_\_\_\_ per storm
3. 6.1" – 9" \$\_\_\_\_\_ per storm
4. 9.1" – 15" \$\_\_\_\_\_ per storm
5. Additional cost per inch over 15" \$\_\_\_\_\_ per inch
6. Application of Corrosion Inhibited Calcium Chloride \$\_\_\_\_\_ per pound

C) Provide hourly pricing for services not included in the above.

1. Snow Blowers (including operator) \$\_\_\_\_\_ per manhour
2. Tractor (including operator) \$\_\_\_\_\_ per manhour
3. Plastic Shovels (including operator) \$\_\_\_\_\_ per manhour

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

Authorized Signature \_\_\_\_\_

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## STATEMENT OF BIDDER'S QUALIFICATIONS

This form will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder.

BIDDERS NAME: \_\_\_\_\_

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

\_\_\_\_\_

- 1) Number of years the company has been engaged in business under this name: \_\_\_\_\_years
- 2) Number of Employees: Full Time:\_\_\_\_\_ Part Time:\_\_\_\_\_
- 3) Provide a list of equipment to be used under this contract on a separate sheet of paper. Include Model, Year and manufacturer.
- 4) List any relevant Certifications, Licenses, Registrations, etc., which qualify your company to meet the requirements of this bid. Attach separate sheet of paper as necessary.

\_\_\_\_\_  
\_\_\_\_\_

- 5) List any other services which your company can perform (waterproofing, stain removal, surface texture and top coating, etc), which would add value to any subsequent contract with your company. Attach separate sheet of paper as necessary.

\_\_\_\_\_  
\_\_\_\_\_

- 6) CCSU recognizes that asphalt stamping is a relatively specialized field which may require subcontracting. Provide the name of the company you would expect to subcontract with for this service, and the length of time the two companies have had a business relationship of this nature.

\_\_\_\_\_  
\_\_\_\_\_

- 7) List any administrative actions either pending review by the State, or determinations that the State has made regarding your company or corporation. This should include court judgments, and pending suits by a State or Federal Court. Include a list of OSHA violations, and any actions or orders pending or resolved with any State Agency such as The Dept of Consumer Protection, DEEP, etc over the last three (3) years Use a separate sheet of paper.

I HEREBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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## REFERENCES

Proposals should include references from (preferably higher education) institutions of similar or the same size where your organization has provided services similar to those being requested at CCSU.

**Any experience with ANY Connecticut State agency MUST be included here.**

Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

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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.

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**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.

**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 (Page 3)

## 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__
Bidder Parent Company (If any)	- DAS Certification Number _____
Other Locations in Ct. (If any)	

## PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_
- 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
- 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_
- PLEASE COMPLETE REVERSE SIDE

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(T) (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

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, 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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## 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. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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..

### III. 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. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
2. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

**Central Connecticut State University is an affirmative action equal opportunity institution. 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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## 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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell’s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

**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 its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties; if this is 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 contractor below;
- 4) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
- 6) “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:**

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

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

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

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

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 below):

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**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.

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**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.

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**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.

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**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.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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 officially 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 officially 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 officially 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.