

**REQUEST FOR PROPOSALS**  
**OPERATIONS AND MAINTENANCE CONTRACTOR**

**January 29, 2008**

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## **CCEDA OPERATIONS & MAINTENANCE RFP -Summary**

### **Connecticut Convention Center CUP**

The following is intended to provide an overview of the proposed O&M RFP for the Central Utility Plant (CUP) at the Connecticut Convention Center (CCC). This summary is not intended to replace the RFP.

Hours of Operation - Plant will provide steam and chilled water 24x7 to Connecticut Convention Center, Marriott Hotel, CSC and future customers.

Manning Levels – O&M Contractors are requested to provide pricing for providing 24 x 7 manning of CUP until such time that the full automation of the plant is complete. At least one operator will be present in the CUP at all times.

Union Affiliation – Not specified, State of Connecticut Prevailing Wage Laws will apply

#### Basic Services

- 24x7 operations
- Perform Preventative Maintenance program as specified by the manufacturer. Perform minor repairs as required
- Adhere to Standard Operating Procedures
- Management oversight of O&M services including purchasing functions, safety programs, environmental compliance, etc.

Additional Services – Major maintenance items, overhauls, project planning

Fuels & Utilities - Provided by CCEDA

Maintenance Parts and Consumables – O&M CONTRACTOR in consultation with CCEDA will develop spare parts and consumables inventory requirements, O&M CONTRACTOR will purchase and maintain inventory of spare parts and consumables. CCEDA will reimburse O&M CONTRACTOR for spare parts and consumables.

PPE, hand tools, uniforms and office supplies will be provided by O&M CONTRACTOR at their expense

Contract Start Up - O&M CONTRACTOR will be required to have Project Manager on site 30 days prior to contract start.

Water Treatment Program- O&M CONTRACTOR in consultation with CCEDA will develop and administer Water Treatment Program. Cost will be borne by CCEDA.

**CONNECTICUT CONVENTION CENTER  
REQUEST FOR PROPOSAL ("RFP")  
FOR CENTRAL UTILITY PLANT O&M CONTRACTOR**

**1. GENERAL:**

**1.1 ADRIAEN'S LANDING DEVELOPMENT:**

The Adriaen's Landing development is \$771.0 million mixed-use development located in downtown Hartford, Connecticut. The 30-acre site is bordered by Prospect Street to the west, I-91 to the east, State Street to the North and the Whitehead Highway to the south. Uses consist of a Convention Center, a Marriott Hotel, the Connecticut Science Center (CSC), as well as a proposed residential and entertainment/retail district. A Central Utility Plant (CUP) provides chilled water and steam to the convention center, hotel, the CSC, and possible future customers.

The Capital City Economic Development Authority (CCEDA) is the developer and owner of the Connecticut Convention Center and CUP. CCEDA is also the developer and owner of the related parking facilities.

**1.2 CENTRAL UTILITY PLANT DESCRIPTION:**

The Connecticut Convention Center (CCC) Central Utility Plant (CUP) is comprised of a 9,500 square foot structure located on a mezzanine level of the CCC housing the steam generating equipment, central plant chillers, chilled water and condenser water pumps, control room and balance of plant. The CUP's distribution network is comprised of chilled water supply and return lines, high-pressure steam and condensate. Located on the roof of the CCC are the cooling towers and accessories required for the CUP. Located under the entrance ramp for the parking garage are two (2) 25,000 gallon fuel oil tanks and accessories. The CUP supplies chilled water and steam to the CUP, the CCC, the CSC and the Marriott Hotel. The plant has expansion capabilities to serve future customers.

For purposes of this agreement, the CUP will consist of all equipment directly connected to operation of the CUP located within the physical boundaries of the CUP including, but not limited to, boilers, chillers, piping, wires, controls, fans, drains, supports, lighting, fire protection, etc. This agreement will also cover equipment not physically located within the CUP but connected with the CUP such as steam, chilled water and condensate piping up to the dimising point, condensate pumps and receivers.

The equipment located in the CUP comprises, but is not limited to, the equipment listed in Attachment 1.

## 2.0 SCOPE OF WORK:

### 2.1 Description of Services:

The O&M CONTRACTOR shall provide all management, supervision, labor, materials, supplies, repairs, maintenance, parts, tools, and equipment, and shall plan, schedule, coordinate and ensure completion of all contract requirements specified within the contract documents at the CCC CUP and as defined in the manufacturer's recommendations. The O&M CONTRACTOR shall be fully responsible for the operations, repairs, scheduled preventive maintenance and equipment certifications necessary to effectively operate and maintain all building equipment and systems installed as listed in Attachment 1. The O&M CONTRACTOR shall also provide additional services as required by CCEDA such as repair services, and project support work (new work).

The O&M CONTRACTOR shall be required to operate the facilities covered by this contract during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances, natural disasters, and the like. The O&M CONTRACTOR Project Manager and his designated staff shall become thoroughly familiar with the CCC emergency plan. Reasonable participation in emergency plans related to the CUP shall be mandatory during the event of a related emergency situation regardless of the time of occurrence. The O&M CONTRACTOR shall be responsible to support the CCC emergency plans by performing specific actions as required by the CCC as part of the basic services portion of this contract. 2.5

### 2.2 Steam Service:

The O&M CONTRACTOR will provide steam at 120 psig saturated to the CCC Point(s) of Delivery. Condensate shall be returned into the O&M CONTRACTOR's condensate return system of equal quality provided. Steam shall be provided 24 hours per day 7 days per week. Any required outages of the steam system will be coordinated with the customers of the CUP.

Within the first 30 days of commencing this O&M agreement the O&M CONTRACTOR and CCEDA will establish operating protocols and efficiency standards for steam generating equipment that will be adhered to for the balance of the contract term.

### 2.3 Chilled Water Service:

The O&M CONTRACTOR will provide chilled water at 42° F and 100 psig to the CCC Point(s) of Delivery. Chilled water will be returned by the customers at 57° F. Chilled water shall be provided 24 hours per day 7 days per week during the chilling season (as defined by CCEDA) and at other times as may be needed by the CCC or other customers of the CUP. Any required outages of the chilled water system will be coordinated with the customers of the CUP.

Within the first 30 days of commencing this O&M agreement the O&M CONTRACTOR and CCEDA will establish operating protocols and efficiency standards for chilled water system components that will be adhered to for the balance of the contract term

NOTE: The current HVAC vendor for the CUP is TRANE. CCEDA has a 10 year full service agreement effective 10-1-2005 for the chillers.

#### 2.4 Basic Services:

The Basic Services portion of this requirement is intended to encompass performance of all services to:

- Operate the facilities on a 24 x 7 basis
- Provide watchstanding personnel on a 24 x 7 basis
- Perform all service calls and repairs issued by the CCC as service calls
- Perform preventive and corrective maintenance and certification in accordance with manufacturers recommendations
- Provide the services to manage the work at the CUP
- Maintain accurate logs of all equipment operation.
- Maintain accurate logs of all energy flows into and out of the CUP including daily readings of electricity, natural gas, fuel oil and water usage and daily production of steam and hot water delivered to the CUP and the customers. This will be maintained in enough detail for the CCEDA management to accurately apportion the costs of production.
- Perform project planning and cost estimating of all additional repair work or new work related to the CUP requested by CCEDA as part of basic services
- Review and update Standard Operating Procedures for CUP equipment included in the attached Scope on an annual basis
- Review and update Preventative Maintenance Schedules in accordance with equipment manufacturer recommendations, good industry practices, and operating experience for CUP equipment included in the attached Scope on an annual basis
- Attend coordination meetings with CCEDA to plan and coordinate maintenance.
- Establish a disaster recovery site remote from the CCC
- Create and publish to the CCC Director of Engineering, CCEDA, and the CUP customers and its staff. O&M CONTRACTOR's procedure for handling emergency calls from the CUP. This document shall contain the names and phone numbers of those individuals who are "on-call" so that in the event of an emergency,

the CUP customers, the Director of Engineering and his staff shall be able to contact that individual directly and immediately.

The Basic Services portion of this O& M Contract will be performed on a fixed price basis as bid on the attached pricing sheet.

2.5 Additional Services:

Additional services shall be defined as repair or overhaul services beyond the scope of preventative maintenance as defined in the manufacturers recommendations.

The O&M CONTRACTOR will, when authorized by CCEDA, perform additional services on a cost plus basis. Mark ups for labor and materials will be as bid on the attached pricing sheet.

2.6 Phase-In Planning/Staffing:

During the 30-calendar day period prior to the start of full contract operations, the O&M CONTRACTOR's project manager or appropriate designee, shall be on-site at the CUP to observe all operations pertinent to the contract requirements. to include office functions, procedures, operations, repair/maintenance, and any other operations as deemed necessary by CCEDA, that will enable O&M CONTRACTOR personnel to become both knowledgeable in, and familiar with, their assigned areas of responsibility.

2.7 Contract Start

The O&M CONTRACTOR shall assume full responsibility for normal operations and maintenance of all CUP systems and equipment at the beginning of the contract term; hence, the O&M CONTRACTOR shall provide a work force that is fully qualified and capable of performing all work required under this contract at this time.

2.8 Contract Phase-Out Inspection

On a date not later than sixty (60) calendar days prior to the expiration of the contract, the CCEDA or its designee and the O&M CONTRACTOR shall make a complete and systematic joint inspection of the Contractor's areas, CCEDA furnished equipment, mechanical rooms, and building systems and equipment covered by this contract. The CCEDA and the O&M CONTRACTOR shall identify all deficiencies other than normal wear and tear that need to be corrected by the O&M CONTRACTOR before the expiration of this contract

### 3.0 GENERAL RESPONSIBILITIES:

The O&M CONTRACTOR will for the term of the contract:

- Provide sufficient qualified personnel to perform the Work.
- Furnish the services of all business and project managers, supervisors, and other personnel to manage and control the Work.
- Assure that the Plant is operated and maintained in full compliance with all applicable federal, state and local laws, codes, standards and regulations, as well as good engineering practice.
- Furnish or cause to be furnished, and maintain in force insurance in the types and amounts set forth.
- Coordinate insurance inspections in accordance with State of Connecticut regulations.
- Furnish the services of administrative, operating, maintenance and technical personnel for the commissioning, start-up and commercial operation and maintenance of the Plant.

#### 3.1 Reporting Responsibilities:

The O&M CONTRACTOR shall provide monthly reports which shall include but not be limited to produced energy quantities, fuel and consumables usage, chiller and boiler operating efficiency, safety and incident reports, outages, planned outages, climatic statistics, monthly and prior year comparative data and maintenance. O&M CONTRACTOR shall also provide a comprehensive annual report regarding cumulative data on the above, projected fuel use, and projected outage and maintenance schedules. The annual report shall also include O&M CONTRACTOR's recommendations regarding Facility capital improvements, and improvements in the efficient, safe and reliable operation of the Facility.

#### 3.2 Procurement Responsibilities:

Procurement refers to those activities which begin with the identification of a need for goods or services and conclude with supply of the specific equipment, materials or services. The O&M CONTRACTOR's procurement responsibilities include the following tasks:

- Use of qualified and CCEDA approved vendors and subcontractors.
- Arrange vendor representatives for equipment and instrument installation, commissioning, and startup, as required.



- Provide procurement services for required spare parts, consumables and services, including all required repair maintenance and overhauls by outside vendors for CUP as part of Basic Services.

### 3.3 Efficiency and Reliability Requirements:

CCEDA expects the O&M CONTRACTOR to implement and complete all reasonable efficiency enhancing and cost reduction measures that are mutually agreeable to the parties in the operation and maintenance of the Facility. Measures that are implemented by the O&M CONTRACTOR should achieve the highest practicable energy and cost savings at the CUP. CCEDA expects that efficient operation of the Facility by the CONTRACTOR will yield reliable, high quality energy at the lowest reasonable cost.

### 3.4 Maintenance Responsibilities:

The Plant is to be maintained through a combination of preventive maintenance, corrective maintenance and scheduled overhauls throughout the duration of the Agreements.

All maintenance and overhauls will, at a minimum, be in accord with manufacturer's guidance to maximize the anticipated equipment life and reliability. Maintenance and overhaul planning will be considered Basic Services. Outside vendor support of overhauls will be considered as Additional Services.

Equipment is to be operated in a manner that will maximize life and reliability. No equipment is to be operated beyond nameplate parameters.

Operating and maintenance logs are to be available for CCEDA to review at all reasonable times during the Term of the Agreements.

### 3.5 Water Treatment Program

The O&M CONTRACTOR in consultation with CCEDA shall develop a complete water treatment program during the thirty day phase-in period for the systems listed below.

- (1) Condensate systems
- (2) Boilers
- (3) Hot Water Heating Systems
- (4) Chilled water systems
- (5) Condenser water systems
- (6) Piping Coupons

The water treatment program and services supplied by the O&M CONTRACTOR shall be specifically formulated for each type of system, according to the recommendations of a chemist, laboratory, or firm that

specializes in the water treatment field. CCEDA will be responsible for the cost of the water treatment system including chemicals, testing and outside service companies expense. The O&M contractor will pass these costs on to CCEDA without markup.

Daily checks of each water system will be made by the O&M CONTRACTOR. Logs will be kept of chemical tests, dosages and consumptions and presented monthly to CCEDA.

Chemicals shall be approved and used in compliance with current water pollution regulations of the county, state, and Environmental Protection Agency. Any fines and or fees imposed by the county/state will be the full responsibility of the contractor.

NOTE: The current water treatment vendor for the CUP is NALCO Company. CCEDA is in the second of a three year contract with NALCO and expects the service to continue.

Legionella Inspections:

The O&M CONTRACTOR shall test building system water semi-annually (chilled water, hot water, condenser water) for the presence of Legionnaires disease. An independent water-testing firm shall perform the testing of the water and the results of the tests shall be provided to CCEDA within 15 calendar days after the water sample is taken. CCEDA may also perform independent certified testing of all water systems to verify O&M CONTRACTOR test results.

### 3.6 Monthly Co-Ordination Meetings:

Monthly co-ordination meetings shall be held throughout the duration of the contract in order to plan and co-ordinate maintenance and operation issues. As a minimum, the CCEDA and O&M CONTRACTOR on-site Project Manager shall attend these meetings. The O&M CONTRACTOR shall set the agenda and provide minutes of the meetings.

### 3.7 Warranties:

The O&M CONTRACTOR shall serve as the point of contact and coordinate all CUP equipment related warranty issues. The O&M CONTRACTOR shall be fully responsible to execute all warranties that are related to equipment in their scope of work and to keep CCEDA advised in writing of any warranty issues in dispute by the manufacturer. If the O&M CONTRACTOR has difficulties in enforcing warranties with a specific manufacturer, CCEDA will attempt to help the O&M CONTRACTOR resolve disputes with the manufacturer. Should the contractor's action nullify a warranty, the O&M CONTRACTOR shall assume responsibility for all systems, equipment, and related work until the warranty expires.

3.8 Utilities:

Utilities will be provided from existing outlets at no cost to the O&M CONTRACTOR . Utilities are limited to electricity, sewerage, water, heat, air conditioning, a cell phone, and local telephone service.

3.9 Fuels:

CCEDA will provide all fuels associated with utilities heating and cooling, emergency generators, etc. The O&M CONTRACTOR shall notify CCEDA in writing when the level of fuel in any tank reaches 50% of full capacity. The O&M CONTRACTOR shall be responsible for acceptance of the fuel and delivering the fuel to the applicable item of equipment.

3.10 Maintenance Spares and Consumables:

Within the first 60 days of the commencement of the term of this contract the O&M CONTRACTOR and CCEDA will establish a list of consumables and spare parts by type and quantity, that will be maintained at the CUP for the duration of the contract. It will be part of the Basic Services portion of this contract for the O&M CONTRACTOR to purchase on behalf of Owner and maintain this inventory of spares.

The expense for all parts and consumables purchased by the O&M CONTRACTOR for the CUP will be reimbursed by the CCEDA at cost in a timely manner.

At the completion of this contract the spare parts inventory will be required to be full and complete.

3.11 Hand Tools, Cleaning and Office Supplies:

The O&M CONTRACTOR, at his own expense, shall maintain at the site a full complement of hand tools, cleaning and office supplies necessary to fulfill the Basic Services portion of this agreement. The contractor will be required to provide any offsite computer equipment necessary to remotely read and control the plant via the CUP's existing Siemens control system.

3.12 Drawings:

Any and all drawings and/or schematics developed by the O&M CONTRACTOR for any of the equipment, systems, or subsystems covered by the contract shall become the property of CCEDA, a reproducible copy of which shall be supplied to CCEDA upon completion. In addition, the O&M CONTRACTOR shall update as-built drawings of current CCEDA facility drawings to reflect any changes resulting from repair work within 5 business days after the changes occur.

3.13 Personal Protective Equipment:

The O&M CONTRACTOR shall supply proper employee protective clothing, footwear, gloves, head gear, ear plugs, safety eye wear (not prescription lenses), etc., as required for the maintenance tasks required under this contract.

3.14 Uniforms:

The O&M CONTRACTOR shall furnish the required uniforms (shirt, long pants) with the Contractor's and employee's name permanently attached to the shirt. Uniforms (color and type) shall be accepted by CCEDA. All O&M CONTRACTOR personnel performing under the contract shall wear the accepted uniforms at all times while on duty beginning with the first day of employment. Additionally, these uniforms shall be worn in a manner that they present neat and orderly appearance at the beginning of each work day

3.15 Warranty of Services:

The O&M CONTRACTOR shall warrant all workmanship, materials, equipment, and services provided under the terms of this contract for a minimum of one year or the manufacturer's period of warranty, whichever is longer, from the date of CCEDA acceptance of work. Any rework or repair due to poor workmanship will be at the O&M CONTRACTOR's expense.

3.16 Safety Training:

The O&M CONTRACTOR will develop a comprehensive safety training program for the CUP and provide training to CUP employees in safety training including but not limited to lockout-tagout, confined space entry, hazardous materials, refrigerant certifications etc.

3.17 Personnel Requirements

The O&M CONTRACTOR shall provide adequate numbers of qualified personnel to assure satisfactory performance of the services required by this contract. The O&M CONTRACTOR shall adhere to any special certification, licenses, or training requirements required by Federal, State or Local Jurisdictions. The O&M CONTRACTOR shall submit evidence of personnel qualifications to CCEDA for review and shall receive written acceptance by CCEDA prior to personnel being assigned to the contract. In addition, CCEDA may prevent a Contractor employee from performing duties under this contract until the Contractor has substantiated his/her qualifications. Resumes of all personnel shall be provided during the phase-in period and subsequently any replacement personnel resumes shall be provided to CCEDA for approval/consideration at least fourteen (14) days in advance of when the Contractor wants the employee to begin work. All replacement personnel shall meet or exceed all of the original personnel qualification requirements.

The O&M CONTRACTOR will be required to perform background checks of all employees of the CUP prior to employment including drug testing and present the results of background checks and drug testing to CCEDA at least fourteen (14) days in advance of when the Contractor wants the employee to begin work.

### 3.18 Training Requirements

The O&M CONTRACTOR shall conduct the following training for Contractor personnel. Documentation of all training completed shall be submitted to CCEDA on an annual basis.

#### 3.18.1 Safety Training

The O&M CONTRACTOR shall conduct safety meetings with Contractor employees to ensure compliance with all safety rules, directives and regulations.

#### 3.18.2 Lockout/Tag out Training

The O&M CONTRACTOR shall ensure all personnel performing lockout/tag out (LO/TO) of energy sources are fully trained and the procedures for lockout/tag out are in accordance with 29 CFR 1910.147. Documented procedures for LO/TO must be adhered to.

#### 3.18.3 Respiratory Protection Training

The O&M CONTRACTOR shall develop and maintain a respiratory protection program in accordance with 29 CFR 1910.134.

#### 3.18.4 Sexual Harassment and Equal Employment Opportunity Training

All O&M CONTRACTOR personnel shall receive specific training on prevention of sexual harassment and Federal equal employment opportunity regulations and laws for the work place.

### 3.19 Safety

All work shall be conducted in a safe manner in accordance with Occupational Health and Safety (OSH) regulations 29 CFR 1910 and 29 CFR 1926. The O&M CONTRACTOR employees shall wear the required Personal Protective Equipment (PPE), including, but not limited to, safety shoes, and head, ear, and eye protection when and where required. It is the Contractor's responsibility to provide employees with PPE and to replace worn or defective equipment as required by Federal and State Occupational Safety and Health Agency (OSHA) standards.

## 4.0 TERM:

The contract agreement between the O&M CONTRACTOR and the CCEDA will be a two (2) year agreement with two two (2) year extensions at the option of CCEDA, and must include an early termination clause.

5.0 CORRESPONDENCE AND COMMUNICATIONS:

- 5.1 All correspondence in connection with this RFP and the O&M CONTRACTOR's Proposal shall be addressed to:

Capital City Economic Development Authority  
100 Columbus Boulevard  
Suite 500  
Hartford, CT 06103-2819  
Attention: Jennifer Gaffey

JGaffey@cceda.net

All inquiries must be in writing and directed exclusively to Ms. Gaffey

- 5.2 Five (5) bound copies of the Proposal(s) shall be delivered by 3:00 P.M. local time on the date shown for scheduled receipt of Proposals to the above address.

- 5.3 The O&M CONTRACTOR is requested to provide CCEDA within three (3) days of the receipt of the RFP, the name of the person who will be the principal point of contact for the O&M CONTRACTOR with regard to the RFP and its Proposal and the additional information, as shown:

Name  
Title  
Company Name  
Address  
Telephone Number  
Fax Number  
E-Mail Address

The address should be specific (including location, suite, floor, and/or room numbers as appropriate) to allow for reliable receipt and delivery of correspondence. The address should be to a physical street address, not a Post Office Box. The communications shall be sent via electronic transmission to the address provided above.

- 5.4 All communications between CCEDA and the O&M CONTRACTOR shall be in writing and sent to the person and addresses above. Information exchanged by telephone or in meetings must be confirmed in writing. Letters and other items may be sent by facsimile transmission or e-mail, but should be confirmed by originals or copies sent by mail or courier service.
- 5.5 All communications shall be clearly dated and identify the transmitting party.

## 6.0 RFP RECEIPT AND CONFIRMATION:

- 6.1 The O&M CONTRACTOR shall notify CCEDA of the receipt of the RFP and confirm that it has received all documents comprising the RFP no later than the date indicated. The O&M CONTRACTOR is asked to confirm that it will submit a proposal in compliance with the requirements of the RFP by the date indicated.
- 6.2 If any document of the RFP, or portion thereof, is missing from the set received by the O&M CONTRACTOR, the O&M CONTRACTOR should include in its notice of receipt a list of such documents. CCEDA will immediately supply such missing documents.
- 6.3 There will be a Mandatory Pre-Bid Conference and site walkthrough on February 4, 2008 at 10 AM. Proposers are requested to meet at CCEDA's offices at 100 Columbus Blvd. 5th floor. Attendance is mandatory. Proposals will not be accepted from vendors who have not attended the Pre-Bid meeting.

## 7.0 SCHEDULE:

Issue RFP:	January 29, 2008
Mandatory Site Walk Through:	February 5, 2008
Proposals Due 3pm:	February 22, 2008
O&M CONTRACTOR Presentations:	February 29, 2008
Select O&M CONTRACTOR:	March 7, 2008
Commence Pre-Operational Tasks:	March 21, 2008
Full commercial Operation:	April 1, 2008

## 8.0 BASIS FOR PROPOSAL EVALUATION:

Submitted proposals from interested O&M CONTRACTOR's will be evaluated and rated according to (1) professional qualifications of firm personnel assigned to this project, (2) the firm's experience and past performance on similar projects, (3) capacity of the firm to complete work in the desired time frame, (4) a financial proposal, and (5) firm's demonstrated commitment to affirmative action. CCEDA retains the right under this selection to award additional services to the preferred O&M CONTRACTOR.

## 9.0 COST OF PROPOSAL AND O&M CONTRACTOR SELECTION:

The cost of preparation of each O&M CONTRACTOR's Proposal is to be borne entirely by the O&M CONTRACTOR. CCEDA will not be responsible for any costs incurred by the O&M CONTRACTOR or their subcontractors and vendors for any reason whatsoever.

All Proposals submitted become the property of CCEDA.

CCEDA will take reasonable efforts to maintain the confidentiality of the Pricing and Technical Proposals of the O&M CONTRACTOR. Bidders are not to submit any information which they consider proprietary.

Upon receipt of and analysis of the Proposals, the O&M CONTRACTOR may be requested to confer with CCEDA and may be asked for supplemental information, which will amend their Proposal.

CCEDA may choose not to select the lowest price bidder. CCEDA may select an O&M CONTRACTOR, select other vendors, choose to operate the Plant itself or abandon the program. The O&M CONTRACTOR, their sub-contractors and vendors will not be entitled to any compensation from CCEDA for any reason.

All Proposals are firm for a period of 180 days after submittal; after which they may be withdrawn by written notice of the O&M CONTRACTOR.

The only costs of service to be borne by CCEDA are the costs described in the Pricing Proposal.

#### 10.0 TECHNICAL PROPOSAL:

##### 10.1 Project Narrative:

As part of the technical proposal the potential O&M CONTRACTOR's are to submit a written description of the following:

- Staffing levels
- Operator qualifications
- Maintenance procedures
- PM Procedures
- Emergency procedures

##### 10.2 Reference Projects:

As part of the technical proposal the potential O&M CONTRACTOR's are to submit narratives of similar projects that they have operated within the State of Connecticut.

##### 10.3 Key Personnel:

The O&M CONTRACTOR shall include the resumes of key personnel from its staff that will be working on and directly involved with CCEDA. Included with the resumes will be an organization chart showing each individuals position and lines of authority.



CCEDA may object, for any reason whatsoever, to the qualifications of any of the personnel assigned to the CUP Project, and these individuals are to be withdrawn from the Project.

## 11.0 PRICING PROPOSAL:

The O&M CONTRACTOR is to submit a Pricing Proposal, inclusive of:

Basic Services Charge, which is representative of the cost of providing the Basic Scope of Services and,

Additional Services Rate Schedule, which shall include rate schedules for labor and percentage markups for goods and services that may be required from time to time.

The Pricing proposal shall be submitted in the following format:

Base Services Contract Management, Overhead, and Staffing Costs – This will be a fixed fee, payable monthly for management services, Operations and Maintenance staff at the CUP to provide 24 hour coverage 7 days per week for the term of the contract. In this fixed fee the contractor should include all costs for management, supervision, overheads, insurance, profit, wages, benefits, fringes, overtime, vacation and personal time that may be required. etc. Any escalations over the term of the contract must be specified.

Additional Services Rate Schedule: The O&M CONTRACTOR will specify his hourly rates for each position indicated including engineering support, procurement services, mechanics, electricians, project managers etc. In this section the O&M CONTRACTOR must specify any markups that the Contractor will charge on goods and services procured and/or managed on behalf of CCEDA.

Alternate Base Services Staffing Costs: As an alternate, the contractor should provide a pricing proposal that eliminates one 8-hour daily shift from Base Services Staffing Costs. In addition, as part of the Alternate Base Services Staffing Costs, during the 8-hour unmanned shift, the O&M Contractor will be required to respond to emergency service calls within 60 minutes with a fully trained and equipped service technician who is familiar with the CUP. The alternate pricing proposal shall include labor rates for any such emergency call. Any escalation over the term of the contract must be specified. CCEDA reserves the right, with 180 days notice, to invoke the Alternate Base option for the remainder of the term of any contract resulting from this RFP.

#### 11.1 Form of Proposal:

The Proposal is to be submitted in the form indicated. Alternate forms of the Pricing Proposal may be offered; however, the form of the Pricing Proposal contained in this Proposal must be provided or the Proposal will not be considered responsive.

The Proposals are to be organized as follows:

##### Volume I:

- Technical Proposal.
- Pricing Proposal.

#### 12.0 CODE OF CONDUCT:

It is the objective of CCEDA to obtain the best services possible by giving fair and impartial consideration to all O&M CONTRACTORS invited to submit a Proposal. Every potential O&M CONTRACTOR will be qualified on a fair and equal basis. O&M CONTRACTORS will be given the same information and treated equally with respect to the selection process. The granting of any advantage to one while excluding others is not permitted.

Employees of CCEDA may not accept any gifts, gratuities or favors from the O&M CONTRACTOR at any time; nor may such items be accepted by members of the employee's family or friends of the employee if the intent of the transaction is to obtain favorable business treatment.

#### 13.0 PUBLICITY:

No references to CCEDA the CCC, or parties affiliated with CCEDA or the CCC, shall be used in any O&M CONTRACTOR advertising, promotional efforts or any other publicity of any kind without the prior written permission of CCEDA.

#### 14.0 INSURANCE REQUIREMENTS:

O&M CONTRACTOR shall not commence work until it has obtained all insurance referred to herein, provided proof as set forth and such insurance has been approved by CCEDA.

O&M CONTRACTOR shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- 14.1 Workers' Compensation affording coverage under the Workers' Compensation laws of the State of Connecticut, and Employer's Liability coverage subject to a limit of no less than \$500,000 for each employee, \$500,000 for each accident and disease and \$500,000 policy limit.

14.2 Commercial General Liability Insurance for limits of \$1,000,000 per occurrence. Bodily Injury and Property Damage combined, \$1,000,000 per occurrence. Personal and Advertising Injury, \$2,000,000 Aggregate Products and Completed Operations Liability and \$2,000,000 General Aggregate limit per location.

14.3 Business Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles.

The liability policies shall be written on an occurrence basis with no deductible.

The liability policies shall be endorsed to name "CCEDA" as "Additional Insureds". The definition of "Additional Insureds" shall include Partners, Officers, Directors, Employees, Agents and Representatives of the named entity including any managing agent. Further, coverage for the "Additional Insureds" shall apply on a primary basis, regardless of any other insurance, whether collectible or not.

14.4 Umbrella Liability Insurance at not less than a \$5,000,000 limit providing excess coverage over all limits and coverages noted in paragraphs (1), (2) and (3) above. This policy shall be written on an occurrence basis.

14.5 Professional Liability Insurance (Errors and Omissions) in amounts no less than \$1,000,000 per occurrence and in the aggregate.

All policies noted above shall be written with insurance companies licensed to do business in the State of Connecticut and rated no lower than A 10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive 30 days written notice.

Contractor shall furnish Owner with certificates of insurance evidencing compliance with all insurance provisions noted herein no later than 5 days prior to commencement of work.

#### **Indemnification / Hold Harmless:**

The O&M CONTRACTOR shall, to the fullest extent permitted by law and at its own cost and expense (which may include insurance proceeds), defend, indemnify and hold CCEDA, its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and

all claims, loss (including but not limited to attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury, disease or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error, omission or breach of contract, in connection with the performance of the contractor and/or its subcontractors, agents or employees.

The foregoing indemnity shall include injury, disease or death of any employee of the contractor and shall not be limited in any way by any amount or type of damages, compensation or benefits payable under any applicable Workers' Compensation, Disability Benefits or other similar employee benefits act.

The O&M CONTRACTOR agrees to waive its rights of subrogation against the Owner, its partners, directors, officers, employees, servants, representatives and agents applicable to any claims brought against the owner by the contractor's employees.

## 15.0 RFP CONDITIONS

All bidders shall adhere to the following conditions:

15.1. CCEDA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. CCEDA is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

15.2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of CCEDA. Any and all drawings and/or schematics developed by the bidder for any of the equipment, systems, or subsystems covered by the contract shall become the property of CCEDA, a reproducible copy of which shall be supplied to CCEDA upon completion.

15.3. Timing and sequence of events resulting from this RFP will ultimately be determined by CCEDA.

15.4. The bidder's proposal shall remain valid for a period of **30 days** after the closing date for the submission and may be extended beyond that time by mutual agreement.

15.5. CCEDA may amend or cancel this RFP, prior to the due date and time, if CCEDA deems it to be necessary, appropriate or otherwise in the best interests of CCEDA. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.

15.6. The bidder shall agree to adhere to any special certification, licenses, or training requirements required by Federal, State or Local Jurisdictions. In addition, CCEDA may prevent a Contractor employee from performing duties under this contract until the Contractor has substantiated his/her qualifications.

15.7. Any costs and expenses incurred by bidders in preparing or submitting proposals are the sole responsibility of the bidder.

15.8. A bidder must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

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

15.10. CCEDA believes that all information contained within this RFP document, and any related documents, is complete and accurate, but cannot guarantee it. It is the responsibility of each Bidder to carefully examine the contents of this Request for Proposal (RFP) and any related documents. Any ambiguities or inconsistencies shall be brought in writing to the attention of Anthony L. Lazzaro Jr., no later than February 4, 2008.

15.11. CCEDA reserves the right to engage in simultaneous discussions with more than one Bidder and to terminate discussions with any Bidder at any time. CCEDA further reserves the right under this selection to award additional related services to the selected Bidder. No award shall be final and effective, and no contract rights shall arise, unless and until a Purchase Order or Contract is issued and executed.

15.12. The bidder represents and warrants that the proposal is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of CCEDA participated directly in the bidder's proposal preparation.

15.13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

15.14. The Proposal shall assume all liability for loss or damage to materials or work performed, and for death, injury, or property damage from work under this contract, subject to customary contractual limitations.

15.15. Bidder certifies that materials offered in the Proposal shall be new and shall make no substitutions of material or equipment specified without prior written consent.

15.16. The proposal shall include the cost of Payment Bond.

15.17. The awarding authority, CCEDA, reserves the right to waive technical defects or to reject any and all bids.

15.18. Bidder acknowledges that the Implementing Legislation requires that the wages paid on an hourly basis to any mechanic, laborer or workman employed by the Bidder with the respect to the on-site work required under this RFP, be at a rate not less than is customary or prevailing for the same work in the same trade or occupation in the City, unless wage rates for such work are otherwise established pursuant to a project labor agreement.

- Prevailing wages are required on this project, in accordance with the schedule provided in Attachment 2, pursuant to Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.

- Wage Rates will be posted each July 1<sup>st</sup> on the Department of Labor website: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us) . Such prevailing wage adjustments shall not be considered a matter for any contract amendment.
- The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contacted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such CCEDA is being constructed. Any contractor who is not obligated by agreement to make payment or contribution of behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

15.19. The Adriaen's Landing Project has employed an Independent Auditor. Time and Material Change Order work is subject to audit by the Independent Auditor.

15.20. All materials and equipment supplied to the project and on-site work is exempt from Connecticut Sales Tax.

15.21. Bidder is responsible to disclose any current (within the last three years) business relationships that may pose a conflict of interest.

15.22. Rejection for Unresolved Contractual Disputes. CCEDA reserves the right to reject the final submission of any Bidder that is party to any on-going contractual dispute with any Agency or Quasi Public Agency of the State of Connecticut.

15.23. CCEDA reserves the right to award in part, to reject any and all submissions in whole or in part, to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served; for misrepresentation or when the Bidder is in default of any prior State contract; or if the submission limits or modifies any of the terms and conditions and/or specifications of the RFP.

15.24. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of CCEDA or confer any rights on any bidder unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the bidder and CCEDA and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. CCEDA shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been accepted and approved by CCEDA. The contract may be amended only by means of a written instrument signed by CCEDA and the bidder.

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

15.26. Pursuant to Connecticut General Statutes §§ 4-250, 4-251 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift

affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

15.27. Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the gift affidavit requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 1 for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing said gift affidavit with CCEDA.

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

15.29. Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a large State construction or procurement contract shall review the summary of State ethics laws developed by the State Ethics Commission pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Attachment B. Pursuant to subsection (b) of Section 37 of P.A. No. 05-287, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

15.30. Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

15.31. Pursuant to Connecticut General Statutes § 4a-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state contractor in retaliation for such employee's disclosure of information to any employee of the contracting State or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes § 4a-61dd(a). Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4a61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency

15.32. This Contract is subject to the provisions of Conn. Gen. Stat. Section 9-333n(g).

15.32.1 (A) In accordance with said statute, the following definitions apply for purposes of this section: (1)"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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the state or an employee in the executive, legislative or judicial 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. (2)"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a bid in response to a bid 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 or an employee in the executive, legislative or judicial 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. (3)"Principal of a state contractor or prospective state contractor" means (i) an individual who is a member of the board of directors of, or has an ownership interest in, a state contractor or prospective state contractor, which is a business entity, except for an individual who (I) owns less than five per cent of the shares of any such state contractor or prospective state contractor that is a publicly traded corporation, or (II) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive or senior 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, (iv) 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 of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.



15.32.2 (B) No principal of a state contractor or prospective state contractor shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

15.32.3 (C) If a principal of a state contractor makes or solicits a contribution prohibited under subparagraph (B) of this section, the State may void this Contract and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited. Any claim, dispute or other matter in question arising out of or relating to this Contract or breach thereof shall be subject to and decided in accordance with the provisions of Section 4-61 C.G.S., as revised.

15.33. Nonresident Contractors at the time of contract signing a certificate from the Commissioner of Revenue services must be provided evidence that C.G.S 12-430 for non-resident contractors has been met. For details call the Department of Revenue Services at (860) 541-3280, ext. 7.

15.34. All proposals in response to this RFP are to be the sole property of CCEDA. Bidders are encouraged NOT to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the proposal and labeled CONFIDENTIAL and enclosed in a separate envelope.

If the bidder indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, CCEDA will endeavor to keep said information confidential to the extent permitted by law. CCEDA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the bidder has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall CCEDA or any of its staff or representatives have any liability for disclosure of documents or information in the possession of CCEDA which CCEDA or such staff or representatives believes to be required pursuant to the FOIA or other requirements of law.

**IMPORTANT NOTE:** If the information is not readily available to the public from other sources and the bidder submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the bidder and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

End of RFP Document

## ATTACHMENT 1 EQUIPMENT LIST

- 2 – Cleaver Brooks 600 HP Fire Tube Boilers with accessories
- 1 – Cleaver Brooks 400 HP Fire Tube Boilers with accessories
- 1 – Cleaver Brooks 100,000 lb/hr Deaerating feedwater heater with accessories
- 3 – 48 GPM Feedwater Pumps
- 2 – 240GPM Condensate Transfer Pumps
- 1 – Trane 800 Ton Electric Centrifugal Chiller with accessories
- 1 – Trane 1200 Ton Electric Centrifugal Chiller with accessories
- 1 – Trane 1200 Ton Two-Stage Steam Absorption Chiller with accessories
- 2 – 3600 GPM Condenser Water Pumps
- 1 – 2400 GPM Condenser Water Pumps
- 2 – 2057 GPM Primary Chilled Water Circulating Pumps
- 1 – 1370 GPM Primary Chilled Water Circulating Pumps
- 1 – 3610 MBH Plate and Frame Heat Exchanger w/ chilled water and condenser water pumps
- 1 – Distributed Control System
- Chemical feed station for boilers and chillers

Additional equipment that is part of the CUP equipment but not physically located in the CUP includes:

- 3 – Marley 3525 GPM Induced Draft Crossflow cooling Towers with accessories

- 2 – 25,000 gallon FO storage Tanks with Transfer pumps and piping from tanks to CUP

Chilled water, steam and condensate piping to first flange on Mechanical Mezzanine of Marriott Hotel and to the first flange in the mechanical room of the CSC

Chilled Water, steam and condensate piping to and including meters of CCC

Natural Gas piping from CNG metering station to CUP

Electrical Systems from utility meters to any equipment defined above as part of the CUP and all electrical systems inside of the CUP

## ATTACHMENT 2

### ENVIRONMENTAL RESPONSIBILITIES

#### Hazardous Waste Management:

The O&M CONTRACTOR shall conduct all operations in a manner that reduces or eliminates the generation of waste; and shall reuse, reclaim, or recycle material to the maximum extent possible; and shall manage and dispose of hazardous waste in accordance with specific State Regulations and current EPA guidance. Hazardous wastes are solid wastes that meet the definition of a hazardous waste in 40 CFR 261. These may include, but are not limited to, PCBs (primarily in light ballasts); lead and lead-contaminated debris; solvents and solvent-contaminated rags; spent lithium, mercury and alkaline batteries; and fluorescent light bulbs.

#### Less-than-30-Day Accumulation Site

The O&M CONTRACTOR shall not store hazardous waste on site longer than 30 days. Hazardous wastes generated by the performance of this contract shall accumulate in limited quantity at the site for up to 30 days until the waste can be picked up by a Contractor qualified to dispose of hazardous waste. The O&M CONTRACTOR shall designate a Site Manager who shall inspect the Accumulation Site, at least weekly, to ensure all requirements of the Hazardous Waste Management Plan are being met.

#### Water Treatment Chemicals

The O&M CONTRACTOR shall maintain an inventory of water treatment chemicals in accordance with the needs of the CUP and in compliance with all applicable federal state and local regulations.

#### Hazardous Waste Disposal

Waste that is generated by the O&M CONTRACTOR in performance of this contract shall be picked up from the designated storage site(s) and transported to disposal facilities and discarded in accordance with all applicable local, state, and Federal laws. This waste shall be disposed at the O&M CONTRACTOR's expense. Documentation showing the date, commercial firm performing the disposal, and method of disposal shall be maintained a minimum of five years and made available to CCEDA upon request.

#### Spill Reporting

The O&M CONTRACTOR shall notify CCEDA immediately when any amount of hazardous material or waste is released to the environment or if a spill occurs.

## General Trash and Recyclable Items

The O&M CONTRACTOR shall provide all waste removal services to include all hazardous and non-hazardous wastes. These wastes shall be disposed of off-site in accordance with all state and local laws.

The O&M CONTRACTOR shall recycle their own consumable used such as high-grade white paper, aluminum cans, junk mail, cardboard, plastic glass bottles, tin cans, toner cartridges and newspapers.

## Air Emissions

The air emission standards in the performance of work are described below.

## Refrigerants

The O&M CONTRACTOR shall follow all regulations and practices for service methods, technician, systems, and recovery equipment certification, disposal of equipment and appliances, and record keeping in accordance with 40 CFR 82.

## Inventory of Refrigerants

The O&M CONTRACTOR shall develop a Refrigerant Management Plan in accordance with Federal regulations for the review and approval of CCEDA (within 60 days after contract award) The O&M CONTRACTOR shall, in coordination with the CCEDA designee, produce any records or documentation for CCEDA, State or EPA inspectors as required to validate EPA compliance. In addition, the O&M CONTRACTOR shall provide a log of all refrigerant usage to CCEDA as part of the monthly progress report. The O&M CONTRACTOR shall enter data into the database any time:

- (1) a leak is detected,
- (2) 30-day verification inspection is performed indicating refrigerant is not leaking,
- (3) refrigerant is added, or
- (4) refrigerant is removed.

## Reclamation of Refrigerants

The O&M CONTRACTOR shall use certified evacuation and recovery equipment in the reclamation of refrigerants. Refrigeration equipment turned in for disposal shall be completely emptied of refrigerants and labeled in accordance with State and EPA regulations. Proper documentation shall be maintained for each piece of refrigeration equipment prepared for disposal.

## Accountability for Refrigerants

The O&M CONTRACTOR shall account for all refrigerants used. Audits of on-hand refrigerants refrigerant logs shall be periodically conducted by CCEDA to verify that all refrigerants can be properly accounted for. CCEDA shall be immediately notified when refrigerants have been released into the

environment or cannot be accounted for by the O&M CONTRACTOR. The accountability records of refrigerants shall be provided to CCEDA at contract close out.

## Hazardous Materials Management

### Emergency Planning and Community Right-to-Know Act (EPCRA)

The O&M CONTRACTOR shall maintain records of all hazardous materials brought onsite. The supporting records shall be maintained for a period of five years for auditing purposes. These records shall include a Material Safety Data Sheet (MSDS) for each hazardous material as well as the following information:

- (1) Maximum amount of the material onsite on any one day of the year.
- (2) Average amount of the material stored onsite.
- (3) Quantity of material used during the calendar year.
- (4) Type of container used to store the hazardous material.
- (5) Storage location of the hazardous material.

## Hazardous Materials Storage

The O&M CONTRACTOR shall store hazardous materials in accordance with guidance contained in 40 CFR 260-270. The O&M CONTRACTOR shall limit quantity of hazardous materials to a 30-day supply wherever possible and shall purchase only required amounts of hazardous materials for Work Orders. Flammable lockers shall be used for storage. Containers of hazardous materials shall be tightly sealed when not in use. Housekeeping shall be strictly enforced. Storage areas and lockers shall be maintained in a neat and orderly manner.

## Environmental Compliance

The O&M CONTRACTOR shall comply with all applicable Federal, State, and local environmental regulations and permits.

## ATTACHMENT 3

### QUALITY CONTROL PLAN (QCP)

The O&M CONTRACTOR shall implement a Quality Control Program (QCP) to assure the performance standards in this contract are being consistently met or exceeded. The written Quality Control Plan should assess all aspects of the Contractor's building operations and procedures. The plan shall also describe how the O&M CONTRACTOR will utilize quality control to foster optimum customer service. The O&M CONTRACTOR shall submit the QCP within the first 60 days of the Contract Term. The QCP shall include the following:

#### Inspection System:

The O&M CONTRACTOR shall maintain an up-to-date QCP throughout the term of this contract that is acceptable to CCEDA. The program shall include but is not limited to an inspection system which is tailored to the specific buildings and equipment covered under the terms of this contract and which covers all services specified. The O&M CONTRACTOR shall devise a monthly inspection schedule and checklists to be used by on-site staff and corporate/executive personnel in regularly scheduled and unscheduled QCP inspections. The Schedule shall identify what equipment will be checked and the checklist shall identify what items will be inspected on each type of equipment as the checks are being performed. Once completed, the checklist used shall be signed and dated by the inspector at the time that the inspection is completed. All QCP inspections shall be available to CCEDA at all times.

#### QCP Personnel:

The O&M CONTRACTOR shall identify all on-site personnel who will be performing routine QCP inspections by name, title, and type of inspection each is authorized to perform.

#### QCP Documentation:

The O&M CONTRACTOR shall maintain and make available to CCEDA complete records of all inspection work performed. A hard copy of all QCP inspection reports shall be submitted to CCEDA by the Monday (Close of Business) immediately following the inspection.

#### Annual Executive Quality Control Inspection:

The O&M CONTRACTOR shall cooperate with CCEDA or its designee in a quality control inspection of the operations at the CUP annually. A report of the findings from the annual QC inspection shall be provided to CCEDA along with proposed corrective actions not later than 15 days after completion of each inspection.

**ATTACHMENT 4 - CCEDA MAINTENANCE RFP**  
**Connecticut Convention Center CUP - Pricing Sheet**

The following Pricing Sheet must be completed by O&M CONTRACTORS. Alternate pricing schemes may be submitted in addition to this required format.

**Base Services Contract Management, Overhead, and Staffing Costs:** \$\_\_\_\_\_/month –

This will be a fixed fee, payable monthly for management services, Operations and Maintenance staff at the CUP to provide 24 hour coverage 7 days per week for the term of the contract. In this fixed fee the contractor should include all costs for management, supervision, overheads, contract administration fees, insurance, profit, wages, benefits, fringes, overtime, vacation and personal time, etc. that may be required. Any escalations over the term of the contract must be specified.

**Base Services Contract Management and Overhead Escalator:** \_\_\_\_\_% Annually

**Alternate Base Services Contract Management, Overhead, and Staffing Costs:**

\$\_\_\_\_\_/month – This will be a fixed fee, payable monthly for management services, Operations and Maintenance staff at the CUP to provide 16 hour coverage 7 days per week for the term of the contract. In this fixed fee the contractor should include all costs for management, supervision, overheads, contract administration fees, insurance, profit, wages, benefits, fringes, overtime, vacation and personal time, etc. that may be required. Any escalations over the term of the contract must be specified.

**Emergency Call Out Services:** \$\_\_\_\_\_/hr As part of the Alternate Base Services Staffing Costs, the O&M CONTRACTOR will be required to respond to emergency service calls 24 hours per day 7 days per week within 60 minutes with a fully trained and equipped service technician who is familiar with the CUP. Any escalations over the term of the contract must be specified.

**Emergency Call Out Services Escalator:** \_\_\_\_\_% Annually

**Additional Services Rate Schedule:** The O&M CONTRACTOR will specify his hourly rates for each position indicated.

Engineering Support	\$_____/hr
Procurement Services for repairs and replacement of equipment beyond the manufacturer recommendations	\$_____/hr
Electricians	\$_____/hr

**Additional Services Costs Escalator:** \_\_\_\_\_% Annually

**Service Markups:** \_\_\_\_\_% The O&M CONTRACTOR must specify any markups that he will charge on goods and services procured and/or managed on behalf of CCEDA.

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

# **Guide to the Code of Ethics For Current or Potential State Contractors**



**2006**



## **Guide for Current or Potential State Contractors**

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### **INTRODUCTION**

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing Connecticut General Statutes, Chapter 10, Part I and Part II.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I); and
- The Code of Ethics for Lobbyists (Part II).

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. Please contact the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

**Connecticut Office of State Ethics**  
**18-20 Trinity Street**  
**Suite 205**  
**Hartford, CT 06106**

**860/566-4472**  
**[www.ct.gov/ethics](http://www.ct.gov/ethics)**



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## Guide for Current or Potential State Contractors

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### THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, [www.ct.gov/ethics](http://www.ct.gov/ethics).

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations of the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division



### THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

**Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.**

## Guide for Current or Potential State Contractors

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### GIVING BENEFITS TO STATE PERSONNEL



#### Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **regulated donor**. In general, public officials or state employees may not accept gifts from regulated donors.

#### Regulated Donors

Regulated donors include:

- Registered lobbyists (the OSE can tell you who is registered);
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

#### Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (16) for the complete list.

- **Token Items** – Regulated donors such as current or potential state contractors may provide any item of value that is under \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is under \$50. Conn. Gen. Stat. § 1-79 (e) (16).
- **Food and Beverage** – Regulated donors may also provide up to \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the regulated donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- **Other Exceptions** – There are a total of 16 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (16).

## Guide for Current or Potential State Contractors

**Note:** The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only regulated donor that can make use of this very narrow exception is a registered lobbyist.

### Gift Provisions

*Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.*

*Even though you are under the permissible \$50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.*

### Reporting Requirements

Should you or your representative give anything of value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual's department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o).

## Guide for Current or Potential State Contractors

### Necessary Expenses

You may provide necessary expenses to a public official or state employee **only** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses can include:

- Travel (not first class);
- Lodging (standard cost of room for the nights before, of, and immediately after the event);
- Meals; and
- Related conference expenses.



Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are **not** necessary expenses. Necessary expense payments also **do not** include payment of expenses for family members or other guests.

Please note, within 30 days of receiving payment or reimbursement of necessary expenses for lodging or out-of-state travel, state employees must file an ETH-NE form with the Office of State Ethics (OSE). Conn. Gen. Stat. § 1-84 (k).

### Fees/Honorariums

Public officials and state employees may **not** accept fees or honorariums for an article, appearance, or participation at an event in their official capacity.



Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

#### Necessary Expenses, Fees and Honorariums

**Example:** You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

**You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.**

## Guide for Current or Potential State Contractors

### Gifts to the State - **NEW**

Regulated donors are **prohibited** from giving gifts to the state (such as a fax machine, truck, or free training or conference/event participation). This is new as of April 2006, pursuant to Conn. Gen. Stat. § 1-84 (q), and as interpreted by Advisory Opinion No. 2006-3.

Note that non-regulated donors may still provide gifts to the state.

#### Gifts to the State

*Example: For the past five years, your company has donated overstock equipment such as fax machines and photocopiers to a state agency for its use in carrying out state business. You would like to do so again in 2006.*

*An item donated for use on state property falls within the Code's definition of a gift to the state. As of April 2006, however, such gifts to the state are prohibited from regulated donors.*

*Therefore, you are not permitted to provide the machines to the agency.*

#### Gifts to the State

*Example: It has been common practice for your company to allow employees of a particular state agency to attend a regional training event free of charge. The event facilitates their state function by providing training applicable to their job duties.*

*Per the General Assembly's adoption of § 1-84 (q), and subsequently Advisory Opinion 2006-3, this is no longer permissible, as it is a gift to the state provided by a regulated donor.*

*(Non-regulated donors may still provide gifts to the state.)*



## Guide for Current or Potential State Contractors

### HIRING STATE PERSONNEL

#### Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

##### Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

##### One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise, for example, to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

#### Post-state Employment

**Example:** You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

**Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.**



## Guide for Current or Potential State Contractors

### Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for financial gain, however inadvertent that use may be. For example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you. Conn. Gen. Stat. § 1-84 (c).

#### Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



#### Outside Employment

***Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.***

***It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.***

## Guide for Current or Potential State Contractors

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### OTHER PROVISIONS

#### Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced;

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

#### Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services ([www.das.state.ct.us](http://www.das.state.ct.us)) and the Office of Policy and Management ([www.opm.state.ct.us](http://www.opm.state.ct.us)).



#### Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84 (n).

#### Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).



## Guide for Current or Potential State Contractors

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### Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

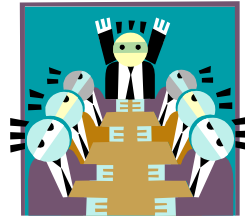
This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Department of Administrative Services.

### Executive Orders

#### Executive Order 3

Under this Order, the Department of Administrative Services and maintains on its Web site the State Contracting Portal for posting all contracting opportunities with state agencies and information on contracting processes and procedures.



established  
purposes of  
providing

#### Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting by January 1, 2007.

The full text of these Executive Orders can be found on the Governor's Web site,  
[www.ct.gov/governorrell/site/default.asp](http://www.ct.gov/governorrell/site/default.asp).

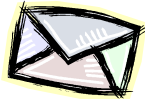
## Guide for Current or Potential State Contractors

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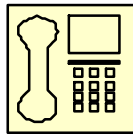
### FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

**Office of State Ethics**  
**18-20 Trinity Street**  
**Hartford, CT 06106-1660**



**T: 860/566-4472**  
**F: 860/566-3806**  
**[www.ct.gov/ethics](http://www.ct.gov/ethics)**



### Specific Contacts:

Questions or advice regarding the Ethics Codes: [Ethics.Code@ct.gov](mailto:Ethics.Code@ct.gov)  
Lobbyist filing/reporting questions: [lobbyist.OSE@ct.gov](mailto:lobbyist.OSE@ct.gov)  
Public official filing/reporting questions: [SFI.OSE@ct.gov](mailto:SFI.OSE@ct.gov)  
Enforcement questions: [Ethics.Enforcement@ct.gov](mailto:Ethics.Enforcement@ct.gov)  
All other inquiries: [ose@ct.gov](mailto:ose@ct.gov)



## EXHIBIT B

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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

## **Contract Consequences**

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

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

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

### **Definitions:**

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer,

then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

EXHIBIT C - SEEC FORM 10

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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

**Contract Consequences**

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

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

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

Receipt Acknowledged: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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



### Definitions:

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

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

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

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

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

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

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

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

## **Exhibit D - SEEC FORM 11**

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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

#### **Contract Consequences**

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

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

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

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

#### **Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political

subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

Application Appendix A  
CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

**NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS**

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Capital City Development Authority (CCEDA), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Connecticut General Statutes Sections 46a-68-1 to 46a-68-17, inclusive.
- The bidder's submission of Employment Information Form or EEO-1/ EEO-4 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide CCEDA with information about their organizations.

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

## **Application Appendix B VENDOR'S PACKAGE**

- The following forms are **MANDATORY** and must be completed and returned to this agency with the response to the Request for Proposal or the Grant Application.
  1. Notification to Bidders Form
  2. Evidence of Nondiscrimination Form
  3. Employment Information Form

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

### **CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS**

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

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

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

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Connecticut General Statutes Sections 46a-68-1 to 46a-68-17 inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and

- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN)



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

### EVIDENCE OF NONDISCRIMINATION FORM

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

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

#### FACTORS

#### EVIDENCE ENCLOSED

- |  |                                  |
|--|----------------------------------|
| (a) success in implementing an Affirmative Action Plan;  | _____<br>_____                   |
| (b) success in developing an apprenticeship program in compliance with Connecticut General Statutes Sections 46a-68-1 to 47a-68-17 inclusive;                                  | _____<br>_____<br>_____<br>_____ |
| (c) promise to develop and implement a successful affirmative action plan;   | _____<br>_____                   |
| (d) submission of Employment Information Form or EEO-1/EEO-4 data indicating that the composition of its workforce is at or near parity in the relevant labor market area; and | _____<br>_____<br>_____<br>_____ |
| (e) promise to set aside a portion of the contract for legitimate minority business enterprises.   | _____<br>_____                   |

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

## EMPLOYMENT INFORMATION FORM

## WORKFORCE ANALYSIS AFFIRMATIVE ACTION REPORT

Vendor/Bidder/Contractor

Contact Person

Date

Address

Telephone

Bid Number

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

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

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

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

Signature

Title

Date

## DEFINITIONS OF RACES AND OCCUPATIONS

### RACE/ETHNIC IDENTIFICATION

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

### DESCRIPTION OF JOB CATEGORIES

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

brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

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