



**REQUEST
FOR
QUOTATION**

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

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

VENDOR NAME _____ ADDRESS _____ _____	BID NUMBER – S067051SBE
BID DUE DATE: February 14, 2007 3:00 PM *	

ISSUED BY (return to) Central Connecticut State University Purchasing Department, Marcus White Annex room 006 1615 Stanley Street New Britain CT 06050-4010	DATE ISSUED: January 25, 2007
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SIGNED (for Agency) <i>Thomas Brodeur, C.P.M.</i>	Prepared by: Thomas Brodeur, C.P.M. Director of Purchasing Phone 860-832-2531	Purchasing Authority: C.G.S. 10a-151b C.G.S. 4a-52a
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DESCRIPTION

Site work, selected demolition and new construction, per attached specifications.

- Mandatory pre-bid conference and site inspection to be held February 6, 2007 at 10:00 AM at East Hall. Late arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process. Note that in the event of university closing or early dismissal due to inclement weather the prebid meeting will be held at the same time and place on the next business day. Please call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.
- This RFQ has been set aside for CT SBE/MBE/WBE enterprises currently registered with the State of CT Supplier Diversity Program ONLY. Copy of current certification must accompany RFQ response.
- There is no Bid Bond required for this RFQ.
- Labor and Materials or Performance Bonds are required under this RFQ.
- Current Certificate of Insurance naming CCSU as additionally insured will be required from awarded contractor.
- Return bid to the CCSU Purchasing Dept, Marcus White Annex room 006 in a sealed bid envelope marked: **Sealed Bid # S067051SBE Due by 3:00 PM on February 14, 2007 * Note that in the event of university closing or early dismissal due to inclement weather this RFQ will be due and opened at 3:00 PM on the next business day. Please call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.**
- Prevailing Wage Rates - While the majority of CCSU site work requirements are "stand-alone" and or relatively smaller dollar value projects and have historically not been subject to State of CT Prevailing Wage Rates (CGS 31-53 and 31-53a), occasionally site work is either a part of a larger project that is subject to Prevailing Wages or alone is of such a value that Prevailing Wage laws would apply. As such the awarded vendor is hereby notified that certified payroll prevailing wage documentation may be required for specific projects.

To be completed by bidder	Vendor Authorized Signature _____ Date _____ Printed Name _____ Telephone and Extension _____ Cash Discount Payment Terms _____ % _____ days, Net 30 Days Company FEIN _____
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VENDOR NAME

BID NUMBER:

S067051SBE

Page 2

RESPONSE REQUIREMENTS CHECKLIST –

1. Signed RFQ page 1 (This page 2 does NOT need to be returned)
2. Signed Pricing Sheets
3. Bidder Qualification pages and any attached lists
4. CHRO/Contract Compliance Questionnaire/EEO-1 Forms
5. Gift and Campaign Contribution Certificates
6. Consulting Agreement Affidavit
7. Affirmation of Receipt of Summary of Ethics Laws

To be completed by bidder

Vendor Authorized Signature _____ Date _____

CENTRAL CONNECTICUT STATE UNIVERSITY
**SPECIFICATIONS FOR CAMPUS-WIDE
CONCRETE SITE DEMOLITION AND CONSTRUCTION**

1.01 SCOPE:

A. General Statement: The intent of this contract is to provide for the selective demolition of deteriorated site structures (concrete walks, ramps, pads, loading docks, light pole bases, handrails, parking lots, etc.) and to furnish and provide new and replacement site installations, including, but not limited to: new concrete sidewalks, stairs, ramps, pads, light pole bases, steel handrails, parking lots and all related construction and site restoration (filling, grading, raking, seeding). Installation will be in accordance with the following requirements and with the attached drawings and specifications (Concrete Walks, Ramps and Stairs, Typical Curb Detail and Integral Curb and Walk) on the campus of Central Connecticut State University.

B. The selected Contractor (hereinafter called the "Contractor") will provide the listed construction services for Central Connecticut State University (hereinafter referred to as "the Agency").

C. Note that it is not the intent of this RFQ or of CCSU to limit services performed under any resulting award. As such, CCSU reserves the right to negotiate for and include services related to any given site work that is not specifically addressed or priced in this RFQ. Such related services may include, but are not limited to, concrete and crack repairs, joint repairs, natural stone repairs, and decorative surfacing options, and top coating options.

1.02 GENERAL:

A. Contract Period: The contract period for the described services will be for a one (1) year period. The contract will commence upon issuance of a purchase order from the Agency Purchasing Department. The Agency reserves the right to renew this contract, for any or all items, with the consent of the Contractor, for an additional three years in one year intervals thereof.

B. Agency Representative: Contractor shall perform all listed services under the direct supervision of the Agency Representative. The Agency Representative is:

Mr. Frank W. Scarlett, CCSU Facilities Contract Administrator
(860) 832-2307
E-Mail:SCARLETTF@CCSU.EDU

1.03 PRE-BID:

A. Mandatory Pre- Bid Meeting: Bidders are required to attend the MANDATORY pre-bid meeting and site inspection to familiarize themselves with the existing conditions on campus and with the specific requirements of the bid documents.

B. Time and Date: The time and date of the mandatory pre-bid meeting will be publicly advertised by the Agency. The prospective bidder must arrive at the pre-bid meeting and sign-in before the time deadline indicated on the bid advertisement. Late arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process. The Agency will not accept any bid from a bidder not in formal attendance at the pre-bid meeting. There will be no exceptions.

1.04 GENERAL REQUIREMENTS:

A. Concrete Walks: Removal and Replacement of Sub-Base: The Agency requires that all old sub-base be removed and new sub-base be installed in accordance with the specification.

B. Concrete Pads: The specification for concrete pads will be the same as those for sidewalk construction.

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

D. Removal and Disposal: It will be the responsibility of the Contractor to remove all concrete, sub-base, bituminous concrete, and debris off campus and dispose of in accordance with all applicable laws.

E. Licenses: It will be the responsibility of the Contractor to carry and produce upon request all applicable construction and demolition related licenses and permits necessary to perform all required work under this RFP. CCSU reserves the right to request copies of these permits during the review of RFP responses and at any time during the subsequent contract term. Failure to produce said permits and licenses shall be cause for either non-award or cancellation of the contract.

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

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

H. Coordination with Other Projects: The Agency reserves the right to perform work in connection with the project with its own forces or other contractors relating to the project or on adjoining sites. In such cases, the Contractor shall afford the other contractor(s) reasonable opportunity for storage of materials and equipment for their work.

I. Disputes: Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, comply with the decision of the Agency Representative concerning resolution of the dispute.

J. Subcontracting: There will be no subcontracting allowed under this contract, except in cases of agency-approved or authorized emergencies. In the event of emergencies, the Contractor will request, in writing, to the Agency Representative, permission before any subcontractors are permitted to work on campus. Violations of this agreement will automatically cancel said contract.

1.05 SIDEWALK RAISING

A. Sidewalk raising units shall include removal of temporary bituminous or mortar shims, layout, mudhole drilling, jacking, joint sawing (when required), hole plugging, panel blemish repair and clean-up, as required to level and repair sidewalk stones as marked in the field.

B. Materials: Dry Soil Mixture: The soil mixture used in the jacking material shall be composed of lime, sand, and ground clay. The dry material shall contain the following items in the following proportions:

Lime	35%
Sand	15%
Ground Clay	50%

C. Cement: Portland Cement to be used in mudjacking shall conform to AASHTO M85 as amended to date. Cement to be used in mudjacking shall be Type 1 Portland cement.

D. Water: Water used shall be of drinkable quality and supplied by the contractor.

E. Panel Patching: Panel patching mortar shall be made with 3 parts Portland Type 1 cement and one part mason sand.

1.06 Proportions:

A. Jacking Material: "Mud" for slabjacking shall be mixed with a proportion of cement to soil mixture not less than 1 to 7, sufficient water shall be added to provide a workable consistency. Material, once mixed shall be utilized within one hour after which, at the discretion of the engineer, may be retempered by the addition and remixing of water.

B. Hole Patching: Hole patching mortar shall be made with 3 parts Portland Type 1 cement and one part mason sand.

1.07 SIDEWALK RAISING

A. Mudjack Holes: Holes shall be drilled by the Contractor by whatever means convenient to him. However, the Contractor shall exercise caution to prevent the cracking of the concrete slab in which the hole is being drilled. Any slab cracked due to the drilling, excessive jack pressure, or tamping will be the responsibility of the Contractor and shall be replaced at his expense.

B. Jacking: Slabs shall be raised to the required elevation and pitched as directed by the engineer. If required, sawcuts shall be made at sidewalk joints to allow free movement of the slab. Any saw cutting required shall be included in the mudjacking price.

C. Patching Holes: Holes shall be cleaned the full depth of the slab by removing excess mud and wire brushing exposed sidewalks. Prior to placement of the Portland cement mortar, the hole surface shall be dampened with water.

D. Clean Up: Walks mudjacked shall be thoroughly scraped and swept upon completion, but prior to patching. Surrounding grass area disturbed due to the mudjacking shall be restored to its original state.

1.08 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Sidewalk mudjacking will be measured per panel and will be paid for at the unit price each. This price shall be full compensation for saw cutting, furnishing all material, labor, tools, equipment and incidentals necessary to complete the work.

1.09 UNIT PRICES:

A. The bidder shall list below a unit price for each of the categories indicated. The construction details and specifications are shown on the attached drawing(s) (Concrete Walks, Ramps and Stairs, Typical Curb Detail and Integral Curb and Walk) and herein described. A bidder's failure to include price for any of the listed categories will result in the Agency's rejection of the bid. Each unit price listed shall include all labor and material necessary to comply with requirements of drawings and specifications. Drawings entitled: (Concrete Walks, Ramps and Stairs, Typical Curb Detail and Integral Curb and Walk)

WORK ITEM DESCRIPTION for RFQ S0670XX

UNIT COST

DEMOLITION OF EXISTING STRUCTURES:

- 1. Demolition and Removal of Bituminous Concrete _____/SF
(Include removal and disposal of sub-base)
- 2. Demolition and Removal of Concrete Structures _____/TON
(To include walks, ramps, stairs, light bases, etc.
Include removal and disposal of sub-base)
- 3. Demolition and removal of interior and exterior walls _____/TON
(To include brick, concrete block, plaster, other stonework)

NEW CONSTRUCTION:

- 1. Cement Retaining Walls _____/SF
- 2. Interlock Block Walls _____/SF
- 3. Concrete Sidewalks _____/SF
(Include installation on new base)
- 4. Concrete Stairs _____/SF
- 5. Concrete Ramp _____/SF
- 6. Concrete Pad _____/SF
- 7. Concrete Light Pole Base _____/EA
- 8. Trenching for Light Pole bases _____/LF
- 9. Bituminous Concrete Curbing, price per linear foot _____/LF
- 10. Extruded Concrete Curbing, price per linear foot _____/LF
- 12. Granite Curbing, Price per linear foot installed _____/LF
- 13. Granite Curbing radius, Price per linear foot. _____/LF
- 14. Paving Parking Lots per square foot _____/SF
- 15. Bituminous Concrete walkways 2" per square foot _____/SF

Contractor Name _____

Authorized Signature _____

WORK ITEM DESCRIPTION for RFQ S0670xx (Continued) **UNIT COST**

- 16. Tree and Stump removal related sitework under this RFP only up 10" diameter. _____/EA
- 17. Tree and Stump removal related sitework under this RFP only 11" – 20" Diameter. _____/EA
- 18. Tree and Stump removal related sitework under this RFP only 21" and above. _____/EA
- 19. Metal Handrail related to new sidewalks, stairs etc. _____/LF
- 20. Exterior Walls, Brick _____/SF
- 21. Exterior Walls, Block _____/SF

LAWN ESTABLISHMENT SERVICES:

- 1. Sod (Delivered, Installed & Watered) _____/SF
- 2. Hydroseeding _____/SF
- 3. Screened Topsoil _____/CY

GRADING & EARTHWORK

- 1. Bulldozer, D2 or equal (equipment & operator) _____/Hour*
- 2. Backhoe, John Deere 410 or equal (equipment & operator) _____/Hour*
- 3. Backhoe with hydraulic hammer (equipment & operator) _____/Hour
- 4. Dump Truck, 5-7 yard (truck & operator) _____/Hour*
- 5. Laborer (to Assist with any demolition or new construction) _____/Hour
- 6. Pipe Jacking under sidewalks 1"-3" lines. _____/LF
- 7. Sidewalk raising _____/SF

Contractor Name _____

Authorized Signature _____

1.10 PAVING

A. Provide all labor, materials and equipment required to perform the work called for in this section of the Specifications, or as shown on drawings, including, but not necessarily limited to the following:

1. Fine grading of base for pavement.
2. New 4" bituminous pavement, to be laid in two (2) equal lifts.
3. Sealing of all joints between new and existing bituminous concrete pavement.

B. Bituminous concrete shall conform to the following classes designated by State Specifications Form 814A (1995).

1. Bituminous pavement shall be Class 2, in accordance with Section M.04.

C. Processed Stone Base shall conform to the following designated by State Specifications Form 814A.

1. Processed Stone Base shall conform to Section M.05.01.

1.11 INSTALLATION

A. After preparation of subgrade, thoroughly scarify and sprinkle the entire area to be paved, and then compact by rolling to a smooth, hard, even surface of 95 percent compaction.

B. The Contractor shall place no paving or base course adjacent to curbs, manhole frames or other similar structures until they have been set to the proper grade. These curbs and structures shall be protected from damage.

C. All paved areas shall consist of an asphaltic concrete surface constructed to the lines, grades, and details indicated. The bituminous pavement shall be laid in two (2) equal lifts. Upon completion of all the other construction items, the final course of 2" shall be placed in one operation over the entire parking lot to create a clean uniform surface.

1. Conform to D.O.T. Specification section 4.06. When not curbed, edge pavement clean and true. Raveled edges are not acceptable.
2. Remove and replace mixtures that become mixed with foreign materials and all defective areas.

D. Construct asphalt concrete surface course only when air temperature is above 50°F and when base is dry. Base course may be placed when air temperature is above 30°F and rising.

E. Rolling:

1. Begin rolling when mixture will bear weight without excessive displacement.
2. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
3. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
4. Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
5. Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until all roller marks are eliminated and the course has attained maximum density.
6. Protect from traffic during all operations.

1.12 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Supplementary Conditions
- B. Work Included: Controlling sedimentation and erosion as shown on the Drawings and as specified.
- C. Related Work Specified Elsewhere:
 - 1. Selective Demolition
 - 2. Site Preparation
 - 3. Earthwork
 - 4. Drainage

1.13 APPLICABLE SPECIFICATIONS

- A. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 814A (1995) as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

1.14 HAY BALES AND STAKES

- A. Hay Bales: Forty pounds minimum weight and 120 pounds maximum weight.
- B. Wood Stakes:
 - 1. Two per bale for securing bales.
 - 2. Sizes: As shown on the Drawings.

1.15 MATERIALS FOR SILT FENCE

- A. Geotextile:
 - 1. Subarticle M.08.01-26, DOT Specifications.
 - 2. Obtain manufacturer's certification that Geotextile conforms to the requirements of these Specifications.
 - 3. Obtain the Geotextile from a manufacturer who products the material for use in silt fences and who has a design for that use.
 - 4. Do not use Geotextile susceptible to deterioration in sunlight.

1.16 MATERIALS FOR CONSTRUCTION ENTRANCE

- A. Crushed Stone: Sound, tough and durable: free from soft, thin, elongated or laminated pieces and vegetable or other deleterious substances.
- B. Grading: Article M.01.01, DOT Specifications.
- C. Geotextile: Subarticle M.08.01-26, DOT Specifications.

1.17 PLACING HAY BALES

- A. Place hay bales at slopes, at catch basins and at other locations as needed.
- B. Embed hay bales to a depth of 6 inches.
- C. Drive stakes through hay bales into ground to secure hay bales.
- D. Place and stake hay bales at all locations as necessary to intercept and to filter overground stormwater flows before these flows enter streams, ponds or catch basins.
- E. Whenever pumping water from excavations, discharge the water such that it passes through hay bales before entering a storm drain or water body.
- F. Remove accumulated sediment and replace bales when system becomes clogged or when directed by the Agency.
- G. Remove hay bales at completion of project unless the Agency directs otherwise.

1.18 CONSTRUCTION AND MAINTENANCE OF SILT FENCES

- A. Construct silt fences as shown on the Drawings.
- B. Construct silt fences in accordance with manufacturers.
- C. Maintain or replace silt fences until they are no longer necessary
- D. Remove silt fences at completion of project.

1.19 Excavation

- A. The Contractor shall assume that all excavation will be earth. If rock is encountered, the Contractor shall be compensated in accordance with the state document entitled 'Earth and Rock Excavation Definition and Unit Prices', which is part of this Specification. Rock shall include definite ledge formation and boulders, or the portion of boulders, one (1) cubic yard, or more, in volume.
- B. Excess earth resulting from excavations and grading shall be disposed of off-site, legally at the Contractor's expense.
- C. General: Excavation includes the removal of any materials necessary to achieve the required subgrade elevations and includes the reuse or disposal of such materials.
- D. The Contractor shall excavate to the elevations and dimensions indicated on the drawings with proper allowance made for structural fill and erection of forms. This subbase shall be free of any unsuitable materials.

1.20 EXISTING UNDERGROUND UTILITIES

- A. Before starting excavation, establish location and extent of any underground utilities occurring in work area.
- B. Abandoned Lines: Demolish and completely remove utilities indicated to be removed from site. Prior to cutting lines, verify with Engineer or Project Coordinator that lines are dead. Cut lines at least five (5') feet back from outside face of the tunnel wall. Cap and/or plug each abandoned line as directed by the Engineer or Project Coordinator to provide a permanent, watertight seal.

- C. Utilities to Remain: For existing utility lines scheduled to remain, carefully protect, support and brace lines during excavation, backfill and construction operations. Backfill and compact each existing line in accordance with specific requirements indicated for each type of utility - water, gas, storm, sanitary, fire alarm, electric, etc. - as shown on the drawings and as set in the Specifications. Comply with all requirements of "Trench Excavation".
- D. Marking Tape: Remark all exposed underground utilities with appropriate marking tape. Set tape one (1') foot above existing utility line, directly above line. Extend tape up to outside face of new tunnel wall.

1.21 SHORING AND BRACING

- A. Brace and shore sides of excavation as necessary to prevent danger to persons or damage to structures, injurious caving or erosion.
- B. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and crossbraces, in good serviceable condition.
- C. Provide shoring and bracing to comply with local codes and authorities having jurisdiction.
- D. Maintain shoring and bracing in excavation regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- E. Repair slides and cave-ins should they occur.
- F. Remove shoring and bracing before backfilling.
- G. In removing shoring and bracing, exercise care to prevent voids. Immediately fill voids, if formed, with approved fill material.

1.22 Related Work:

- A. Provide all labor, materials and equipment required to perform the work called for in this section of the Specification, or as shown on the drawings, including but not necessarily limited to the following:
 - 1. The clearing of the ground of trees, stumps, brush, rubbish, and all objectionable material within the excavation, trenches and fill areas as indicated on the plans, or as directed.
 - 2. Removal of all existing bituminous concrete pavement and curbing from within the excavation, trenches and fill areas as indicated on the plans, or as directed.
 - 3. Protection of existing trees to remain.
 - 4. Removal of additional items as shown on the plan, or as directed.

1.23 EXECUTION

- A. Prior to any excavation, the Contractor shall notify all affected utilities in accordance with Public Act 77-350 ("Call before you dig" 1-800-922-4455). Also, the Contractor shall contact CCSU Facilities Management 48 hours prior to any excavation.
- B. Disposal of excavated material within the town limits is subject to permit requirements of the town.
- C. Existing Bituminous pavement to remain shall be saw-cut in a neat line.

- D. Contractor shall be responsible for protection of any utilities, pavement, lawn areas and other existing features. The Contractor at no expense to the State shall repair damage to such features.
- E. Removed material resulting from site preparation operations shall be disposed of off site in a legal manner at the Contractor's expense.

1.24 EMPLOYEE STANDARDS OF CONDUCT:

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

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

B. Violation of Standards: The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required, to protect the health, safety and welfare of the University community.

C. Employee Discharge: The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required, to protect the health, safety and welfare of the University community.

1.25 INSURANCE CERTIFICATE:

A. Injury and Damage: The Contractor shall supply and pay for public liability insurance in the amount of \$1,000,000, combined single limit, for bodily injury and property damage covering all of the Contractor's operations. The certificate shall name Central Connecticut State University as a named insured. The Certificate of Insurance should be forwarded to Central Connecticut State University.

B. Protective Liability Insurance for and in the Name of the State of Connecticut: With respect to the operations performed by the Contractor, and those performed for him by a subcontractor, the Contractor shall carry for and on behalf of the State of Connecticut, insurance providing for a total limit of ONE MILLION (\$1,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total aggregate limit to TWO MILLION (\$2,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons on any one accident or occurrence and out of injury to or destruction of property during the policy period.

C. Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Agency by certified mail at least thirty (30) days in advance of termination of or any change in policy. All notices shall be sent to the Agency in care of its Purchasing Director in the Business Office. No change shall be made without prior written approval of the Agency's Purchasing Director.

D. Continuous Effect: The Contractor shall keep all required insurance in continuous effect until the Agency determines that the Contractor has fulfilled all of its obligations under the contract

E. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

F. Compensation: There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance bonds, but costs thereof shall be considered included in the general cost of the work.

G. Deductible Clause: Insurance contracts required under this section shall not contain a deductible clause.

H. Damage: The Contractor shall make prompt restitution to the Agency in the form of cash, replacement or repairs (subject to the Agency's approval), in settlement of any damage to the Agency or tenant-owned property caused by the Contractor, its agents or employees.

1.26 BONDS:

A. Performance Bond: The bidder awarded the contract shall, within Ten (10) Days after the award thereof submit to Central Connecticut State University a properly executed Performance Bond, in the form provided herein, in the amount of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS and having as surety thereto such Surety Company or Companies acceptable to the Agency and authorized to transact business in this State.

B. Labor and Material Bond: At the same time, the bidder awarded the contract shall submit to Central Connecticut State University an additional Bond, in the amount of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS, conditioned that the Contractor will promptly pay for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the materials or labor enters into and becomes a component part of the structure or work to be performed under the contract and have as Surety thereto such Surety Company or Companies as are authorized to transact business in this State. Such additional Bond shall be held by Central Connecticut State University for the use of each party who, as subcontractor or otherwise, shall have furnished materials or supplies or shall have performed labor in the prosecution of work as herein provided and who has not been paid thereof. Such additional Bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereof for such sum or sums as may be justly due. Central Connecticut State University shall not be liable to furnish council nor for the payment of any cost or such claim.

C. Continuous Effect: These bonds are to be in effect continuously for the life of the contract. In the event that the contractor withdraws from this contract, the Agency may, upon written notice to the contractor, solicit other bids for the completion of the landscaping contractor. In the event the contractor fails to meet the terms, conditions and obligations of this contract, the Agency may dismiss the Contractor and solicit bids for the completion of the landscaping contract. In either case, the Agency may use the proceeds of the Contractor Performance Bond to cover any loss incurred by the Agency in having to re-bid the contract.

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

1.27 CONTRACTOR'S DEFAULT/TERMINATION OF CONTRACT

A. Written Notice: In the event the contractor fails to perform in accordance with any of the terms, conditions of obligations of this agreement, the Agency shall notify the Contractor, in writing, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within three (3) calendar days of Contractor's receipt of written notice from the Agency, the Agency may, at its discretion, terminate this agreement. The Agency shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

B. Annual Report: The Contractor shall submit an annual report or other meaningful financial data that will permit the Agency to analyze the Contractor's financial ability to meet the requirements of this contract. The report shall include Contractor's annual dollar volume, number of accounts and number of employees.

C. Cancellation: The Agency reserves the right to cancel the contract, for any reason beneficial to the Agency, upon thirty (30) days written notice to the Contractor.

STATEMENT OF BIDDER'S QUALIFICATIONS

This form will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

BIDDERS NAME: _____

ADDRESS: _____

Number of years the company has been engaged in business under this name: _____years

List any contract awards to your company by the State of Connecticut within the last (3) years, THAT YOU ACTUALLY PERFORMED SERVICES AGAINST.

Indicate which State Agency, and provide contract name and number, and the name and telephone number of the purchasing agent administering the contract.

Contract No.	Contract Name	State Agency	Purchasing. Agency	Tel. No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List other names your company goes by: _____

List four completed projects similar in nature to this INVITATION TO BID which demonstrates your company's ability to perform the required services.

	Company Name and Address	Telephone No.	Dollar Value
1.	_____ _____	_____	_____
2.	_____ _____	_____	_____
3.	_____ _____	_____	_____
4.	_____ _____	_____	_____

GENERAL INFORMATION ABOUT THE COMPANY

COMPANY NAME: _____

Size of Company or Corporation:

Number of Employees: Full Time: _____ Part Time: _____

Total Asset Value: _____ Equipment Asset Value: _____

OWNER/OPERATOR: ___ PARTNERSHIP: ___ CORPORATION: ___

Is your company registered with the Office of the Connecticut Secretary of State?

YES _____ NO _____ Registration Date; available, _____

List of equipment to be used for this service (include Model, Year and manufacturer):

MODEL	YEAR	MANUFACTURER
_____	_____	_____
_____	_____	_____
_____	_____	_____

(PLEASE ATTACH AN ADDITIONAL SHEET IF NECESSARY)

Please list any relevant Certifications, Licenses, Registrations, etc., which qualify your company to meet the requirements of this bid.

(PLEASE ATTACH AN ADDITIONAL SHEET IF NECESSARY)

Please list any other services which your company can perform (waterproofing, stain removal, surface texture and top coating, etc), which would add value to any subsequent contract with your company.

(PLEASE ATTACH AN ADDITIONAL SHEET IF NECESSARY)

Please list any administrative actions either pending review by the State, or determinations that the State has made regarding your company or corporation. This should include court judgments, and pending suits by a State or Federal Court. Include in your statement a list of OSHA violations, and any actions or orders pending or resolved with any State Agency such as The Department of Consumer Protection, the Department of Environmental Protection, etc. Please detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

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

Signature

Date

Title

CHRO - CONTRACT COMPLIANCE REGULATIONS
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 daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans...(2) Hispanic Americans...(3) persons who have origins in the Iberian Peninsula...(4) Women...(5) Asian Pacific Americans and Pacific Islanders...(6) American Indians..." An individual with a disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of section 46a-68j-21(11) of the Connecticut Compliance Regulations.

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

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

*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to Awarding Agency along with bid proposal.

=====
The undersigned acknowledges receiving and reading a copy of the "Notification to Bidder's" form.

signature

date

On behalf of:

PROJECT NO. _____

CONTRACT COMPLIANCE QUESTIONNAIRE

YOU MUST FILL OUT AND RETURN THIS QUESTIONNAIRE AND RELATED NOTIFICATION TO BIDDERS AND EEO-1 FORMS BEFORE YOUR BID WILL BE CONSIDERED. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION OF BID.

The awarding agency will consider answers to the questions when reviewing bidder's qualification under the contract compliance requirements:

- a) Have you successfully implemented an Affirmative Action Plan?
_____ Yes _____ No

- b) If the answer to (a) is no, do you intend to develop an Affirmative Action Plan?
_____ Yes (Time Frame _____) _____ No

- c) Have you successfully developed an apprenticeship program complying with the Commission on Human Rights and Opportunities Regulations of Connecticut State Agencies sections 46a-68-1 to 17, inclusive? (See sections 46a-68-1 to 17 here - <http://www.state.ct.us/chro/metapages/regulations/CCRegs3.htm>)
_____ Yes _____ No

- d) If yes, please list type of program. If no, do you intend to develop a program?
Type of program _____
_____ Yes, we intend to develop a program.
_____ No, we do not intend to develop a program.

- e) Please submit EEO-1 data (separate form) indicating the racial and sexual composition of your work force. If out of state contractor, please indicate your labor market area and the percentages of women and minority members employed in similar professions:
_____ % women in market area _____ % minorities in market area

- f) Are subcontractors being used to complete contract specifications?
If yes please attach list.

- g) Do you plan to set aside a portion of this contract for legitimate minority business enterprises?
_____ Yes _____ No

Signature _____ Date _____

On behalf of _____

EEO-1 Form

SECTION D - EMPLOYMENT DATA Employment at this establishment. Report all permanent, temporary or part-time employees including apprentices and trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and columns. Blank spaces will be considered zeros.

NUMBER OF EMPLOYEES											
Job Categories	MALE						FEMALE				
	Overall totals (B thru K)	White not of Hispanic Origins	Black not of Hispanic Origins	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White not of Hispanic Origins	Black not of Hispanic Origins	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
	A	B	C	D	E	F	G	H	I	J	K
Officials and managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Total											

Address of the office the above statistics reflect:

Prepared by: _____

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

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

D. Bonding Requirements / Guaranty or Surety Not applicable to this RFQ.

III. CONTRACT AWARD

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C and 14.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
 - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

- The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:
1. A Performance Bond in the amount of \$500,000.00; and
 2. A Labor and Material Payment Bond in the amount of \$500,00.00

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

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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

CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

1. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) 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, (B) 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, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, 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.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift affidavit to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. 4-250 and 252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, _____, am authorized to execute the attached contract on behalf of the _____ (the "Contractor"). I hereby certify that between _____ (planning date) and _____ (date of the execution of the attached contract) that neither myself the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of this bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12) to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Name of Benefactor Name of Recipient Gift Description Value Date of Gift

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor ant agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

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

Signature Date

Sworn and subscribed before me on this _____ day of _____, 200_

Commissioner of the Superior Court
Notary Public

“GIFT” IS DEFINED UNDER Conn. Gen. Stat. §1-79(e), excluding subdivision (12) as follows:

- (e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:
- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;
 - (2) Services provided by persons volunteering their time;
 - (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
 - (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
 - (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
 - (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
 - (7) A rebate, discount or promotional item available to the general public;
 - (8) Printed or recorded informational material germane to state action or functions;
 - (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
 - (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
 - (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;
 - (12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;
 - (13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
 - (14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
 - (15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
 - (16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certificate

Campaign contribution certification to accompany State Contracts with a value of more than \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. 4-250 and Governor M. Jodi Rell's Executive Orders No. 1,, para. 8 and No. 7C, para. 10

I, _____, hereby certify that during the two-year period
Type/Print Name ,Title and Name of Firm or Corporation
preceding the execution of the attached contract, neither myself nor any principals or key personnel of the
_____ who participated directly, extensively and substantially in the
Name of Firm or Corporation
preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of
the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in
Conn. Gen. Stat. § 9-333b, except as listed below:

Contributor Recipient Amount/Value Date of Contribution Contribution Description

List information here

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

Signature Date

Sworn and subscribed before me on this _____ day of _____, 200_

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include 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. Pursuant to Section 51 of P.A. 05-287, "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 this section.

I, _____ (type/print name, title, and name of firm or corporation) hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

___ Yes ___ No Is the Consultant a former state employees or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this contract.

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

Signature: _____

Date: _____

Subscribed and Sworn before me this _____ day of _____, 20__.

Commissioner of the Superior Court
Notary Public

Form 6A

**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**ACKNOWLEDGEMENT OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)**

INSTRUCTION: Contractor must sign the acknowledgement below and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor acknowledges (1) receipt of the summary of State ethics laws available at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf, (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On Behalf of:

Contractor Name

Street Address

City

State

Zip

Federal Employee Identification Number (FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act No. 05-287

SEEC FORM SC 3 (Rev. 11/06)
CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT
 STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS



BID or PROPOSAL #.
CONTRACT #.

STATE CONTRACTOR OR PROSPECTIVE STATE CONTRACTOR AFFIDAVIT

I am over 18 years of age and believe in and understand the obligation of an oath.

My name is _____ and I am the chief executive officer of _____
 Print Name

_____ /
 Print Name of State Contractor or Prospective State Contractor
 which is a [] business entity, [] nonprofit organization or [] person, (select one)

(SELECT A or B)

A. which [] currently holds a state contract as defined in Conn. Gen. Stat. §9-333n(g)(1)(C), with the following agency: _____
 or Print Name of Agency
 [] currently holds a prequalification certificate issued by the Commission of the Department of Administrative Services

OR

B. which is [] seeking a state contract by submitting a bid in response to a bid solicitation to the following state agency or quasi public agency: _____
 or Print Name of Agency
 [] seeking a state contract by submitting a proposal in response to a request for proposal to the following state agency or quasi public agency: _____
 or Print Name of Agency
 [] applying to the Commissioner of Administrative Services for a prequalification certificate

I hereby certify that: (1) I have informed all of the individuals within my company, entity or organization listed above who are defined as a "principal of a state contractor or prospective state contractor" in Conn. Gen. Stat. §9-333n(g)(1)(F), of the contribution and solicitation ban described in Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable; and have listed each such principal in the attached page(s) and submitted to the State Elections Enforcement Commission, (2) no individual who is a principal of a state contractor or prospective state contractor, as described in Conn. Gen. Stat. §9-333n(g)(1)(F), of my company, entity or organization will make or solicit a contribution in violation of Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable, and (D), and (3) if any such contribution is made or solicited, my company, entity or organization listed above, shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited or if a contract has been awarded, the contracting agency may void the existing contract with such contractor and shall not extend or amend the contract for one year after the election for which the contribution is made or solicited.

SWORN AS TRUE AND COMPLETE SUBJECT TO THE PENALTIES OF FALSE STATEMENT.

 Signature Date

Sworn and subscribed before me on this ___ day of _____, 200__

 Commissioner of the Superior Court
 Notary Public

Notice: Making a false statement on this form may subject you to criminal penalties, including, but not limited to, imprisonment, a fine, or both.

SEEC FORM SC 3 (Rev. 11/06)

CAMPAIGN CONTRIBUTION RESTRICTION AFFIDAVIT

STATE OF CONNECTICUT State Elections Enforcement Commission

FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Statutory Definitions

Conn. Gen. Stat. §9-333n(g)(1)(C) provides:

(C) "State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, 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 fiscal year, for (i) the rendition of personal services, (ii) the furnishing of any material, supplies or equipment, (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.

Conn. Gen. Stat. §9-333n(g)(1)(F) provides:

(F) "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.

Conn. Gen. Stat. §9-333n(g)(2) provides, in relevant part:

(A) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from a state agency in the executive branch or a quasi-public agency or 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;

(B) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or 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; . . .

Conn. Gen. Stat. §9-333n(g)(2)(D) provides, in relevant part:

. . . The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, and (iii) acknowledge in writing that if any such contribution is made or solicited, the prospective state contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

Instructions

1. Complete affidavit and return to State Contracting Agency.
2. Complete List of Principals and return to the State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.

SEEC FORM SC 3A (Rev. 11/06)
LIST OF PRINCIPALS
 STATE OF CONNECTICUT State Elections Enforcement Commission
 FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS



LIST OF PRINCIPALS

(This page may be reproduced if more than one is required)

Contracting Agency	Contractor Name		Bid or Proposal # Contract Award #	Contractor Contact E-Mail Address
Designation of Principal	First Name	MI	Last Name	Political Action Committees (PACs)
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	
Principal's Spouse/Child	First Name	MI	Last Name	
Designation of Principal	First Name	MI	Last Name	
Principal's Spouse/Child	First Name	MI	Last Name	

Principal Key*	Designation
Owner/Shareholder/LLC Member	O
Director	B **
President	P
Chief Executive Officer	CEO
Treasurer	T
Exec./Senior Vice President	V
Employee	E
Spouse	S
Dependent Child	C

*See statutory definition of "Principal" and Instructions on reverse side.

** Applies primarily to a business entity and not to a non-profit entity. Please review FAQs on SEEC website: <http://www.ct.gov/see>

SEEC FORM SC 3A (Rev. 11/06)

LIST OF PRINCIPALS

STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Instructions

General Instructions:

1. Enter the name of the Contracting Agency, the name of the Contractor, Bid, Proposal or Contract Award Numbers, as applicable, and the e-mail address of the person responsible for completion of the list of principals.
2. Enter the name (First Name, Middle Initial, Last Name) of each "principal" other than a child or spouse and indicate from the Designation Key the relationship of that principal to your organization.
3. Immediately below the name of any principal, indicate the information for any spouse or child (if any) associated with that principal.
4. Enter the name of any Political Action Committee which is established by or on behalf of any "principal", including the entity that is the state contractor or prospective state contractor.
5. **Note: SEEC Form SC 3A, List of Principals, must be submitted to State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.** For additional information go to the SEEC website at www.ct.gov/seec and click on State Contractor Ban, and FAQ.

Definitions of Applicable Terms

Principals of a State Contractor that is a Business Entity

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. Members of the Board of Directors
2. Individuals owning 5% or more of the business
3. President, Treasurer, Executive and Senior Vice Presidents
4. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
5. Spouses and dependent children of all of the above
6. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

A Business entity includes any corporation, partnership, cooperative, joint venture, trust, or any association of any kind that is engaged in the operation of a business or profit making activity. See Section 9-333a(7), General Statutes.

Principals of a State Contractor that is not a Business Entity (Note: This would include a Non Profit Organization or a sole proprietorship or professional service corporation owned by a single individual.)

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. The chief executive officer
2. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
3. Spouses and dependent children of all of the above
4. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

Category of Principal	Designation
Owner / Shareholder/LLC Member	O
Director	B
President	P
Chief Executive Officer	CEO
Treasurer	T
Executive or Senior Vice-President	V
*Employee	E
Spouse of Principal	S
**Dependent Children of Principal	C

*"Employees that have managerial or discretionary responsibilities" generally refers to higher level personnel who have participated substantially (or would be responsible to do so) in the negotiation of the state contract.
****Dependent Child** – Under the Internal Revenue Services (IRS) Code, a qualifying child for whom a dependency exemption has been claimed by a principal on the last federal income tax form filed with the IRS.