

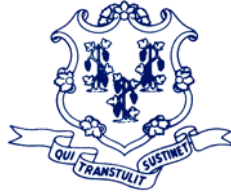
The Connecticut General Assembly

Joint Committee on Legislative Management

Donald E. Williams, Jr.
Senate President Pro Tempore

Martin M. Looney, *Senate Majority Leader*
Louis C. DeLuca, *Senate Republican Leader*

D'Ann Mazzocca, Ph.D.
Executive Director



James A. Amann
Speaker of the House

Christopher G. Donovan, *House Majority Leader*
Robert M. Ward, *House Minority Leader*

October 4, 2006

TO: All respondents of Record

FROM: Tina Mohr

RE: Request for Proposal Clarifications
Capitol Electric Distribution Modification at the State Capitol
Facilities

The following Request for Proposal (RFP) clarifications are provided to those who have received the Connecticut General Assembly's RFP for the Capitol Electric Distribution Modification at the State Capitol Facilities.

Please note that the deadline for receipt of all proposals is 4:00 p.m. October 16, 2006 in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

QUESTIONS AND ANSWERS

October 4, 2006

1. As a minority owned Hartford Business will this project be designated as a minority set-aside?

No.

2. What is the engineers estimate for this project?

Under \$100,000.

3. Are their drawings for this project?

Yes, the drawings request form included in the RFP must be completed and submitted to the Office of Legislative Management along with the \$100 deposit to obtain the drawings.

4. When can work be completed on this project?

The contractor can work on the evenings, after 6:00 and on weekends.

5. Is the contractor responsible for cleanup after work is completed?

Yes, the work area must be at least broom cleaned. Guardian our cleaning contractor will be responsible for vacuuming the area after work is completed.

6. Must the contractor maintain an on site office?

No, that is not required. The Connecticut General Assembly will provide staging material, and will accommodate ladders and tools.

7. Is there a loading dock which can be used to bring work materials into the building?

There is no loading dock at the Capitol. There is a loading dock at the Legislative Office Building and materials can be moved to the Capitol through the Concourse. Alternately materials can be delivered to the Capitol and brought into the building on the first floor or brought downstairs to the basement doors.

8. Please explain the security protocol?

The successful contractor must provide a list of personnel who will be working on site. A copy of driver's licenses must be provided to the Capitol Police for all personnel who will be

working on-site. Personnel must sign in with Capitol Police whenever on site.

9. Can the elevators be used to move equipment?

The Capitol elevators are small, so large or long items may not fit in them. If the elevators were used they would need to be protected from damage during use. See #7 for more information material delivery options.

10. Will the contractor have access to the appropriate rooms?

Yes, the contractor will be given card access to rooms that are being worked on.

11. Will the contractor be responsible for moving furniture so that work can be completed?

Yes, but legislative management will assist where possible. There are only a few rooms where heavy furniture will need to be moved or disassembled.

12. Are there any asbestos issues in the chimneys where the wiring will have to be run?

No

13. Please provide a synopsis of the project?

The project is the removal and replacement of the existing feeder cable from the Capitol Attic to the individual offices throughout the Capitol. The project also includes replacement of the existing boxes/cabinets and terminal strips in the attic and re-terminating all existing circuits. Replacement of existing circuit breakers in the Distribution Panels in the Attic that serve the "HP" panels is also required.

14. Should each new circuit have a new neutral?

No, neutrals shall be common as permitted by the National Electrical Code. Larger neutrals are being provided in the new feeder cables. The Contractor is responsible for "ringing" out all existing circuits to be re-terminated to assure the circuit and associated line, neutral, and ground conductors are terminated to the appropriate panels.

15. Are we adding any new circuits?

No, the contractor is just fixing the existing circuits.

16. Is there work to be done in the chambers or just offices?

The work is just to be done in the offices and not the chambers.

17. Are the existing boxes to remain?

The existing panelboards are to remain. The existing boxes/cabinets housing the new terminal strips in the attic are to be removed and replaced with new. The existing

boxes/cabinets in the office are to remain.

18. Can the existing boxes be extended?

No.

19. Is the contractor required to trace out circuits to determine if those circuits are sharing a neutral?

Yes.

20. Must all circuits be powered up before the contractor leaves the premises?

Yes, all circuits must be powered up before the contractor leaves the premises. The contractor is to remain on site until power is restored to the office(s) or temporary power can be provided. The contractor is to have on-site sufficient materials to provide temporary power if necessary.

21. How old is the current wiring?

The wiring is about 20 years old.

22. Is the contractor required to submit a work schedule?

Yes.

23. When must the work be completed ?

By January 1, 2007 or as soon after that date as possible.

24. Can you publish the sign in sheet from this meeting?

Yes, please see attachment 1.

25. Are there are bond requirements for this project ?

Yes, a bid bond is required to be provided with the proposal as described in section 4.1 of the request for proposal. Once the contract is awarded, the contractor must provide a performance bond as well as a labor and materials bond as specified in section 4.1 and 4.3.

Bid Bond: The proposer shall submit a bid bond in the amount of ten percent (10%) of the total proposed contract cost along with the proposal. Failure to furnish a bid bond in the proper form and amount with the proposal will be cause for rejection of the proposal. A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. Checks shall be made payable to "The Joint Committee on Legislative Management." Bid guarantees other than bid bonds will be returned (a) to unsuccessful proposers as soon as practical after the opening of the proposal, and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal. A letter

of credit cannot be substituted for a bid bond.

Performance Bond: Once the contract is awarded, a performance bond for the total amount of the contract award must be provided by the selected vendor. The proposer to whom the award is made shall furnish a performance bond for the protection of the CGA in accordance with Section 49-41(b) of the Connecticut General Statutes in an amount equal to the total proposal amount within fifteen (15) days of notification of award and prior to the execution of the contract;

Labor and Materials Bond. The proposer to whom the contract award is made shall furnish a labor and materials bond for the protection of the CGA in accordance with Section 49-41(a) of the Connecticut General Statutes in an amount equal to the total proposal amount within fifteen (15) days of notification of award and prior to the execution of the contract;

26. Is there a listing of what is to be submitted with the proposals?

Section two and four of the request for proposal includes a list of required elements that **shall be included** in all proposals. **Any proposal not including these elements is subject to disqualification.**

27. Are we to submit a principal's form with the proposal and by email?

Yes. Please note that proposals will not be considered without the principal's form submitted both in the proposal and by email.

28. Shall proposals include the gift affidavit and the campaign contribution form?

Yes. Please note that proposals will not be considered without a completed gift affidavit and the campaign contribution form.

CONNECTICUT GENERAL ASSEMBLY

Capitol Electric Distribution Modification
 Joint Committee on Legislative Management
 Room 5100 Legislative Office Building
 Hartford, CT

10:00 a.m. 9/27/06

Public Hearing Room 2B

PARTICIPANT SIGN IN SHEET (please print)

<u>NAME</u>	<u>COMPANY NAME AND ADDRESS</u>	<u>PHONE NUMBER</u>	<u>FAX NUMBER</u>	<u>EMAIL ADDRESS</u>
JOE LAPIERRE	J.H. LAPIERRE & SONS ELECTRICAL CONTRACTORS 6 ARLINGTON RD. WINDSOR LOCKS CT	864-1981	864-1982	JOSEPH.LAPIERRE@SNET.NET
MARK MADORE	ELECTRICAL CONTRACTORS, INC 3510 MAIN STREET HARTFORD, CT 06120	860-544-2822	860-544-8570	MarkM@eliincorporated.com
John Connor	Anderson Electrical & Air 380 Hammersmith Ave Hartford, CT 06112	810-520-0091	860-560-0131	vahmanderson@elec@stgshel.net
FRANK KEEL	FRANK ELECTRIC LLC 570 WESLEY ST GUILDFORD CT 06033	810-633-7039	810-657-3764	FAKELECTRIC@SBCGLOBAL.NET
Lukasz Szpakowski	BAWTON CONSTRUCTION COMPANY 839 WASHINGTON AVE NORTH HAVEN, CT 06473	203-234-2353	203-234-0010	VIBERNA.RDO@BAWTONCONSTRUCTION.COM

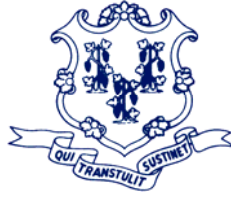
The Connecticut General Assembly

Joint Committee on Legislative Management

Donald E. Williams, Jr.
Senate President Pro Tempore

Martin M. Looney, *Senate Majority Leader*
Louis C. DeLuca, *Senate Republican Leader*

D'Ann Mazzocca, Ph.D.
Executive Director



James A. Amann
Speaker of the House

Christopher G. Donovan, *House Majority Leader*
Robert M. Ward, *House Minority Leader*

REQUEST FOR PROPOSAL

CAPITOL ELECTRIC DISTRIBUTION MODIFICATION

AT THE STATE CAPITOL FACILITIES

(A non-mandatory meeting and walk-through for contractors will be held on September 27, 2006 at 10:00 am in Public Hearing Room 2B at the Legislative Office Building.

Sealed proposals will be received by the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut for providing the Connecticut General Assembly with the goods and/or services listed herein by the date and time cited below.

DATE: **October 16, 2006**

TIME: **4:00 pm**

Issued: September 15, 2006

TABLE OF CONTENTS

PART 1 GENERAL INFORMATION	1
1.1 Executive Summary	1
1.2 Terminology	1
1.3 Contact Information	2
PART 2 PROJECT SCOPE	2
2.1 Overview	2
2.2 Administrative Requirements.....	2
2.3 Technical Requirements	4
PART 3 EVALUATION OF PROPOSALS	8
3.1 Mandatory Requirements.....	8
3.2 Qualitative Elements.....	8
3.3 Scoring	9
3.4 Debriefing Procedure	9
PART 4 PROPOSAL CONTENTS	9
4.1 Administrative Documentation	9
4.2 Technical Documentation	10
4.3 Documentation Subsequent to Contract Award	11
PART 5 CONTRACTUAL PROVISIONS	11
5.1 Contract Conditions	11
5.2 Formation of a Contract	16
5.3 Contract Breach	17
5.4 Accounting Records	18
5.5 Work Product	18
5.6 Renewal of Contract	18
5.7 Contractor Guarantees	18
5.8 Freedom of Information.....	19
5.9 Discounts.....	20
5.10 Human Rights and Opportunities.....	20
5.11 Executive Orders.....	25
PART 6 PROCUREMENT SCHEDULE	26
6.1 Issue the RFP	26
6.2 Meeting and Walk-Through	26
6.3 Deadline for Questions	26
6.4 Amendments to Request for Proposal.....	26
6.5 Proposal Delivery.....	26
6.6 Presentations	26
6.7 Contract Award and Process	26

PART 7 RESERVED RIGHTS	27
7.1 Rights	27
7.2 Disqualification for submitting Proposals	27

ATTACHMENTS

Attachment A	Vendor Evaluation Form
Attachment B	Corporate Resolution and Proof of Authorization Form
Attachment C	Certification Form
Attachment D	Proposal Pricing Page
Attachment E	Insurance Certificate
Attachment F	Principal Report Form
Attachment G	Gift Certification
Attachment H	Campaign Contribution Certification
Attachment I	Request for Drawings Form
Attachment J	Vendor Profile Form
Attachment K	W-9 Form
Attachment L	Prevailing Wage Rates
Attachment M	Project Specific Specifications

PART 1 GENERAL INFORMATION

1.1 Executive Summary

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management (JCLM) is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures.

The JCLM is comprised of the top legislative leaders from each political party and works through a subcommittee system. The Personnel Policies Subcommittee is comprised of the President Pro Tempore of the Senate, the Speaker of the House of Representatives, and the Majority and Minority Leaders of each chamber. The Subcommittee is responsible for establishing legislative personnel policies, guidelines, regulations, and salary schedules, and also approves legislative expenditures exceeding \$50,000. The Joint Committee on Legislative Management of the Connecticut General Assembly (CGA) is seeking an experienced contractor capable of performing electrical system modifications as described in this request for proposal at the State Capitol located at 240 Capitol Avenue, Hartford, Connecticut.

1.2 Terminology

As used herein, the following terms shall have the following meanings unless otherwise required by the context:

- (a) “CGA” - Connecticut General Assembly;
- (b) “Commission” - Commission on Human Rights and Opportunities;
- (c) “Contract” - Agreement signed by parties to formalize the acceptance by the state of an offer of a proposer to furnish the services described herein at the stated prices in response to the request for proposals;
- (d) “OLM” - Office of Legislative Management;
- (e) “Proposal” - Offer submitted in response to this request for proposals, to furnish the services described herein to the state, under the prescribed conditions at the stated prices;
- (f) “Proposer” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (g) “RFP” - Request for proposal;
- (h) “State” - The Connecticut General Assembly acting by and through the Executive Director of the Office on Legislative Management;

1.3 Contact Information

Mail: Attention: Tina Mohr
Office of Legislative Management
Legislative Office Building; Room 5100
Hartford, CT 06106-1591

Email: tina.mohr@cga.ct.gov

Telephone: (860) 240 – 0100

Fax: (860) 240 – 0122

PART 2 PROJECT SCOPE

2.1 Overview

The Joint Committee on Legislative Management, through the Office of Legislative Management, (OLM) is seeking an experienced contractor capable of performing electrical system modifications as described in this RFP at the State Capitol located at 240 Capitol Avenue, Hartford, Connecticut.

2.2 Administrative Requirements

Proposals must address the following requirements:

2.2.1 Corporate References and Experience

The proposal shall include:

(a) The company's experience with projects similar to that described in this RFP;

(b) Corporate references including the following:

- i. Name, title, address and telephone number of reference;
- ii. Overview of the project;
- iii. Length of the project;
- iv. Total fees associated with the project.

(c) Description of the firm, including:

- i. Size of firm (number of employees)
- ii. Resources
- iii. Years in business
- iv. Location
- v. Current arrangements with subcontractors

2.2.2 Individual Experience and Knowledge

The proposal shall include the following:

- (a) List of specific personnel assigned to the project;
- (b) Evidence of five years of experience with projects similar to that described in this RFP;

2.2.3 Subcontractor Experience and Knowledge

Subcontractors must be acceptable to the CGA and be approved in writing by representatives of the CGA. The proposer is required to assume responsibility for all services offered in its response. The CGA will consider the proposer to be the sole point of contact with regards to all matters, including subcontractor performance.

The proposal must include :

- (a) A complete list of subcontractors to be used, including a brief description of the services to be provided by the subcontractor;
- (b) The subcontractor's experience with projects similar to that described in this RFP;
- (c) Subcontractor references including the following:
 - i. Name, title, address and telephone number of reference;
 - ii. Overview of the project;
 - iii. Length of the project;
 - iv. Total fees associated with the project.
- (d) Description of the subcontracting firm, including:
 - i. Size of firm (number of employees)
 - ii. Resources
 - iii. Years in business
 - iv. Location
 - v. Current arrangements with subcontractors

2.2.4 Cost

All proposals shall include a detailed cost breakdown illustrating the cost associated with this project. In addition, the total cost must be indicated on the Proposal Pricing Page included in Attachment D. Proposers shall also detail any additional costs for which reimbursement will be sought in their proposal and indicate these costs on the Proposal Pricing Page included with this RFP in attachment D.

2.2.5 Prevailing Wage Project

This is considered a prevailing wage project. All proposals submitted shall incorporate the prevailing wage rates included in this RFP in attachment L as appropriate.

2.3 Technical Requirements

2.3.1 General

Please refer to attachment M included in this RFP for the specifications prepared by Consulting Engineering Services.

The work includes, but is not limited to:

- (a) The first, second, third and fourth floors in each office.
 - i In the existing terminal boxes disconnect all conductors from the terminal strips, remove and dispose of the terminal strips.
 - ii Provide and install new terminal strips as per the specifications and drawings.
 - iii Ring out circuits and re-terminate to appropriate circuits on the terminal strips.
- (b) The fifth floor attics.
 - i Remove and dispose of the existing 12 conductor armored cable completely between the attic terminal boxes and the individual terminal boxes in the offices below.
 - ii Remove the existing terminal boxes completely and replace with new as per the specifications and drawings.
 - iii Remove the existing wireway between “LP”, “GP” and “HP” panels in each attic and replace with new 12”x12” hinged cover wireways as per the specifications and drawings (four locations).
 - iv Install new 12 conductor “MC” cable between the attic terminal boxes and the individual terminal boxes in the offices below as per the specifications and drawings.
 - v Ring-out all circuits serving attic terminal boxes from panels “LP”, “GP” and “HP” to the attic terminal boxes.
 - vi Remove the existing circuit breakers in the “DP” panels serving panels “HP” and replace with new circuit breakers of the same frame and trip size with under voltage trip unit (four circuit breakers).

- (c) All other incidental work thereto and in accordance with the Request for Proposal documents.
- (d) The contractor shall, at all times, employ sufficient labor and equipment to facilitate the work and to insure that the project is completed on or before the time specified in the technical specifications.
- (e) All work is to be coordinated in advance with the designated representative of the CGA so as to not disrupt or conflict with operations of the Connecticut General Assembly.
- (f) The contractor shall take measurements in the field to verify or supplement all grades, lines, levels and dimensions as indicated on drawings and shall be responsible for accurate fit of specified work. The contractor shall report any errors or inconsistencies discovered in the above to the Architect of record before commencing work.
- (g) The contractor shall obtain and pay for all permits, licenses, certificates, inspections or other legal fees both permanent or temporary which are required for the execution of the contract.

2.3.2 Temporary Electric Power

The contractor shall furnish all temporary wiring, fixtures, extension cords, lighting, etc., and shall remove them upon completion. All temporary light and power shall be in accordance with code requirements.

2.3.3 Contractor's Storage Space

- (a) A limited area will be designated in the State Capitol where the contractor may store items for reuse, stage materials, etc.
- (b) The contractor is not required to maintain a job site office at the site. The CGA requires that the contractor have a fax telephone number where the CGA can send communications. The contractor must provide a pager number or portable phone number at which he can be reached at all times.
- (c) Due to limited on-site storage availability, the contractor shall confine his on-site storage to the area designated by the CGA.
- (d) The contractor is responsible for restoring the designated on-site storage area to its original condition.

2.3.4 Protection/Safety Measures

- (a) Caution shall be exercised by the contractor at all times for the protection of persons and property, and all safety regulations and other provisions of applicable Federal, State and local laws must be observed. Building and construction codes, including the requirements of the Occupational Safety and Health Administration, shall be observed.

- (b) The contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the work. The contractor shall assume full and complete responsibility for safe prosecution of the work at all times, and for obtaining satisfactory results.
- (c) If any operation, practice, or condition is deemed by the CGA's design consultant or the designated representative of the CGA to be unsafe during the course of the performance of the work, the contractor, when notified verbally and later confirmed in writing, shall take such corrective action immediately as appropriate.
- (d) Any debris or dust that collects on the ground that poses a tripping and /or slipping hazard shall be removed immediately.
- (e) The contractor shall, at all times, provide protection against the weather so as to maintain their work, materials, apparatus and fixtures free from injury or damage. Any work damaged by failure to provide adequate protection shall be removed and replaced with new work at the contractor's expense.
- (f) The contractor shall pay the cost of repair or replacement resulting from theft or damage to existing equipment, material or work due to negligence by the contractor in securing the project site and adjacent areas affected by the contractor's operations.

2.3.5 Removal and Salvage of Material

All surplus or salvage materials are to be disposed of by the contractor at his expense.

2.3.6 Submittals

All submittals in section four of this RFP shall be provided in the proposal. Proposals without these submittals may be disqualified.

2.3.7 Use of Premises

- (a) The premises will be occupied during the performance of work; therefore, it will be necessary to include in the proposal a tentative schedule when work will take place so that arrangements may be made for safe ingress and egress by building personnel, parking of vehicles, directing of traffic, delivery of goods, mail, etc. The work shall not interfere with normal, continuous, and safe operation of the building and site.
- (b) Nothing contained in the specifications shall be interpreted as giving the contractor exclusive use of the premises.
- (c) The contractor shall schedule and arrange his work to minimize impact on the operations of the CGA and must be coordinated and pre-approved with the designated representatives of the CGA in advance.

- (d) Parking is limited at the State Capitol. The contractor's company work vehicles (no employee vehicles) will be allowed at the project site only at designated locations. The contractor must provide the CGA with a list of employees parking at the site, and all contractor employee parking is at the vendor's own risk. Violators parking in unauthorized areas are subject to having their vehicles towed at their expense.

2.3.8 Work Plan and Schedule

- (a) The work schedule shall be cleared with the State Capitol Police and the OLM in advance of work in any given location. Public business hours of the State Capitol are from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded.
- (b) Work will not be performed when temperatures or other weather conditions do not meet the product manufacturers' recommendations on use.
- (c) All work for this project is to be performed outside of the normal business hours of the Connecticut General Assembly.
 - i Work for this project may not be performed between 6:00 a.m. and 6:00 p.m. Monday through Friday.
 - ii Work for this project may be performed on State holidays and on weekends.
 - iii The Office of Legislative Management reserves the right to limit work at anytime to meet the needs of the CGA.
 - iv The contractor's work schedule must be pre-approved by the Office of Legislative Management.
- (d) Proposals shall include a tentative work plan outlining how the project work will progress and be completed by December 31, 2006.

2.3.9 Historic Preservation

The tentative work plan and schedule will be presented to the Historic Preservation Committee for approval prior to the formal contract award.

2.3.10 Examination of Documents and Work Site

- (a) Questions regarding any aspects of this RFP may asked at the scheduled walk through meeting or submitted in writing. Responses to all questions will be posted on the portal. Please refer to section 6 of this RFP for the meeting time and date.
- (b) Prior to submitting a proposal, each proposer shall examine the RFP and may visit the site of the work. Each proposer shall fully inform himself prior to submitting the proposal as to the existing conditions and limitations under which the work is to be performed, and shall

include in his proposal a sum to cover the cost of items necessary to perform the work as set forth in this RFP. No allowance will be made to a proposer because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the proposer has made such an examination.

2.3.11 Drawings

(a) Drawings and specifications for this project were prepared by Consulting Engineering Services, Inc., 811 Middle Street, Middletown, Connecticut.

- Drawings - Sheet numbers E-1, E-2, E-3, E-4, E-5 and E-6 dated August 18, 2006
- Technical Specifications, dated August 18, 2006

(b) Drawings may be obtained by submitting the attached “Request for Drawings” form by mail or in person accompanied by a \$100.00 deposit check to the Office of Legislative Management, Room 5100, Legislative Office Building, Hartford, CT 06106. Deposits will be returned to vendors upon return of the drawings to the Office of Legislative Management. (Attachment I)

PART 3 EVALUATION OF PROPOSALS

3.1 Mandatory Requirements

OLM will review proposals submitted to determine if the mandatory submission requirements listed in section 4 have been addressed.

The state also has the sole discretion to decide if deviations from these requirements are material and whether to accept a proposal if it fails to comply with said requirements.

3.2 Qualitative Elements

Once it is determined that the proposal meets the mandatory requirements, the following qualitative elements of the proposal will be evaluated based on the scoring methodology identified in section 3.3. (Attachment A)

- (a) Overall Approach
- (b) Proposers understanding of the requirements
- (c) Clarity of Submission
- (d) Professional experience and references of the firm
- (e) Quality of list of references from clients for whom similar services have been provided.
- (f) Appropriateness of the proposed fee structure

3.3 Scoring

Once it is determined that a proposal contains the mandatory submission requirements, the qualitative elements of the proposal will be scored on the Vendor Evaluation Form using a scale of outstanding, very good, fair and poor. (Attachment A)

3.4 Debriefing Procedure

Proposers shall submit the following required documentation. The state reserves the right to reject any proposal which does not include these items.

PART 4 PROPOSAL CONTENTS

Proposals must include both administrative and technical documents.

4.1 Administrative Documentation

- (a) Proposals must be sent to the Office of Legislative Management, Room 5100; Legislative Office Building, Hartford, Connecticut 06106 to the attention of Tina Mohr;
- (b) Please note only written proposals will be accepted;
- (c) Copies: An original and three (3) loose leaf copies of your proposal must be submitted;
- (d) The proposer must indicate on the front of the envelope:

SEALED PROPOSAL: Capitol Electric Distribution Modifications

DEADLINE FOR RECEIPT: October 16, 2006 @ 4:00 pm

- (e) Company References and Experience: Evidence of company's experience, references, and a description of the firm;
- (f) Individual experience and knowledge: Provide list of personnel and discussion of experience for personnel assigned to the project;
- (g) Subcontractor experience and knowledge: List of subcontractor to be used, evidence of subcontractor's experience, references, and a description of the subcontracting firm;
- (h) Notarized Proof of Authorization: The proposer must submit a form of a notarized proof of authorization. The proposer has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The proposer is not required to use the wording provided in the attachment but must ensure that all the information is included with the document meant to satisfy this requirement as indicated (Attachment B).
- (i) Certification Form. (Attachment C)

- (j) Proposal Pricing Page. (Attachment D)
- (k) Vendor profile. (Attached E)
- (l) W-9 form. (Attached F)
- (m) Bid Bond: The proposer must submit a bid bond in the amount of ten percent (10%) of the total proposed contract cost along with the proposal. Failure to furnish a bid bond in the proper form and amount with the proposal will be cause for rejection of the proposal. A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. Bid guarantees other than bid bonds will be returned (a) to unsuccessful proposers as soon as practical after the opening of the proposal, and (b) to the successful proposer upon execution of such further contractual documents and bonds as may be required by the proposal. A letter of credit cannot be substituted for a bid bond.
- (n) Gift Affidavit: The proposer must complete and submit the Gift Affidavit as described in section 5.1.2 in this RFP and included in Attachment G. Pursuant to Conn. Gen. Stat. Sec. 4-252(e)(1), the planning date which should be referenced in the affidavit is September 1, 2005.
- (o) Principals Form : The proposer shall submit **both** a completed hard copy and online Principals Form for their organization as defined in section 5.1.1(a)(vi). The hardcopy to be included with the proposal is in attachment F of this RFP. The proposer must submit the online Principals form by email to Tina Mohr at tina.mohr@cga.ct.gov using the online form located at <http://www.cga.ct.gov/olm/publications2.asp>. An updated hard copy and online form shall be submitted whenever there is any change to the information reported on the original Principal form over the life of the contract. **Proposals which do not include these forms are subject to disqualification.**
- (p) Campaign Contribution Certification Form: The proposer must complete and submit the Campaign Contribution Certification form included in this RFP on Attachment H.

4.2 Technical Documentation

- (a) Tentative work plan and schedule: Proposals shall include a tentative work plan and schedule that addresses the proposed project scope and timetable outlined in this RFP. This plan must not hinder the normal operation and use of the Capitol;
- (b) Materials and products: List of materials and products to be used during the project;
- (c) Schedule of values: A schedule of values for payment purposes must be submitted for approval;
- (d) Approach and methodology: The proposer must submit a proposed approach and methodology statement that meets the objectives of this RFP;

4.3 Documentation Subsequent to Contract Award

The Contractor must provide the following subsequent to the contract award.

- (a) Final work plan and schedule: Within ten (10) days after the award of the contract, the successful contractor shall furnish a final work plan and schedule to the Architect of record and the designated representative of the CGA. The successful contractor will revise the work schedule as work progresses, deviates from the schedule, or when requested by the Architect of record or the designated representative of the CGA.
- (b) Insurance Certificate: Please see minimum required levels listed in attachment E. The proposer must name the JCLM as an additional insured;
- (c) Performance Bond. A performance bond for the total amount of the contract award. The proposer to whom the award is made shall furnish a performance bond for the protection of the CGA in accordance with Section 49-41(b) of the Connecticut General Statutes in an amount equal to the total proposal amount within fifteen (15) days of notification of award and prior to the execution of the contract;
- (d) Labor and Materials Bond. The proposer to whom the award is made shall furnish a labor and materials bond for the protection of the CGA in accordance with Section 49-41(a) of the Connecticut General Statutes in an amount equal to the total proposal amount within fifteen (15) days of notification of award and prior to the execution of the contract;
- (e) Certified Payrolls. Prevailing wage rates that are applicable to this project are included with this RFP. Upon contract award, the contractor will be required to complete and submit a “Contractor’s Wage Certification Form” to the Department of Labor as well as submit copies of certified payrolls with their invoices to the CGA during the term of this project;

PART 5 CONTRACTUAL PROVISIONS

5.1 Contract Conditions

5.1.1 Campaign Contribution Restrictions

This section (the “CCR Section”) is included 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 so requires.

- (a) For purposes of this CCR Section only:

- i. "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.
- ii. "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.
- iii. "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.
- iv. "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.
- v. "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.

- vi. "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) On and after December 31, 2006, 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) On and after December 31, 2006, 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) On and after December 31, 2006, 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, in the case of a State Contract executed on or after December 31, 2006, 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) On and after December 31, 2006, 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 Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(vi) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution, on or after December 31, 2006, in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited on or after December 31, 2006, 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. Such officer shall attach the affidavit to their proposal or application for prequalification, as applicable (Attachment C).
- (g) The proposal shall include a list of all Principals of all Prospective State Contractor(s) as defined in section (a)(vi) of this CCR section.

5.1.2 Gift

Conn. Gen. Stat. § 4-252 (the “Statute”) requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in section (c) and (d) of the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

- (a) The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in the Statute.
- (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person

signing the certification, subject to the penalties of false statement. These certifications are listed in the RFP on Attachment G.

- (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
- i. That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;
 - ii. That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
 - iii. That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is September 1, 2005.

5.2 Formation of a Contract

Upon acceptance of the proposal, OLM will initiate the contract process.

5.2.1 Contract Creation

This section serves as a notification to contractor that:

(i) the state's acceptance of the proposer offer to furnish the services required in this RFP shall result in a contract between the contractor and the state which shall bind the contractor on his part to furnish and deliver said services at the prices specified in said proposal, except as modified through negotiations between the state and the contractor, and the state on its part to order from the contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this RFP; and

(ii) all the provisions of this RFP shall be included in the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the state and the contractor subsequent to the receipt of said proposal by the state.

5.2.2 Contract Execution

The contractor shall execute a formal contract with the State of Connecticut for the complete performance specified therein. This contract is considered executed once the contract is signed by the contractor and the State.

5.2.3 Term of Contract

The term of the contract shall extend from the date of execution of the contract till December 31, 2006, or till project completion and expiration of all warranties. The state reserves the right to extend or terminate the contract, if needed.

5.2.4 Modification

No alterations or variations of the terms of contract shall be valid or binding upon the state unless made in writing and signed by the state.

5.2.5 Transfer

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the state. Any subcontracting work done in regards to this contract must be agreed to in writing by the state before the contractor begins any work.

5.2.6 Governing Law:

This RFP and any contract awarded pursuant thereto shall be governed by the laws of the State of Connecticut with or without reference to principles of conflicts of laws. The parties agree to adjudication by, and hereby waive any objection to the jurisdiction of, such state and federal courts as are situated in Hartford, Connecticut.

Notwithstanding any provision or language in this contract to the contrary, the state may terminate this contract whenever it determines that such determination is in the best interests of the state. Any such termination shall be effected by delivery to the contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the contractor's address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the state. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

5.3 Contract Breach

5.3.1 Failure to Perform

Failure of the contractor to deliver commodities or services as provided for herein or failure to make replacements of rejected commodities when so requested, immediately or as directed by the state, will constitute authority for the state to purchase in the open market to replace the commodities or services rejected or not delivered. The state reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. The contractor agrees promptly to reimburse the state for excess costs occasioned by such purchases. However, should public necessity demand it, the state reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the state.

5.3.2 Rejection

Any services rendered by the contractor hereunder which fail in any way to meet the terms of the contract are subject to rejection or payment on an adjusted price basis. The decision of the state shall be final.

5.3.3 Cancellation

The state reserves the right to cancel this contract within five days notice due to unsatisfactory performance. In the event that this is done, the contractor will be paid for all the work performed or commodities provided up to the time of cancellation.

5.4 Accounting Records

The contractor, when under contract, shall maintain adequate accounting records in accordance with all applicable state regulations in connection with this project and such records shall be made available for inspection by the state or other persons designated by the state. The contractor shall make such accounts and records accessible to authorized state officials for the purpose of audit and examination. All records must be maintained for a minimum of three years after completion of the contract.

5.5 Work Product

All materials developed in conjunction with the contract shall become the property of the state at no additional cost.

No report or document produced in whole or in part in connection with the contract shall be the subject of an application for copyright by or on behalf of the contractor.

The contractor, when under contract, shall not use the name of the state for advertising or promotional purposes without prior permission in writing. The contractor is allowed to use name of the state as a reference.

5.6 Renewal of Contract

The state reserves the right to renew this contract under the conditions set forth in Section 2-71u of the Connecticut General Statutes.

5.7 Contractor Guarantees

- (a) The contractor hereby agrees and guarantees to perform any contract awarded in accordance with the specifications, terms and conditions contained in this RFP.
- (b) The contractor shall indemnify, defend and hold harmless the state and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively, the "Acts") of the contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The contractor shall use counsel reasonably acceptable to the state in carrying out its obligations under this section. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

- (c) The contractor shall reimburse the state for any and all damages to the real or personal property of the state caused by the acts of the contractor or any contractor parties. The state shall give the contractor reasonable notice of any such claims.
- (d) The contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the state is alleged or is found to have contributed to the acts giving rise to the claims.
- (e) The contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient commercial general liability insurance to satisfy its obligations under this contract. The contractor shall name the State as an additional insured on the policy and shall provide a certificate of insurance or a copy of the policy to the State prior to the effective date of the contract. The contractor shall not begin performance until the delivery of the policy to the CGA.
- (f) The rights provided in this section for the benefit of the state shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (g) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.

5.8 Freedom of Information

5.8.1 Freedom of Information Act

Due regard will be given to the protection of proprietary information contained in all proposals received; however, contractors should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting therefrom.

5.8.2 Proprietary Information

It will not be sufficient for a contractor to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a contractor believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

5.8.3 Administrative Authority

Between the contractor and the state, the final administrative authority to release or exempt any or all material so identified rests with the state.

5.9 Discounts

Discounts must be reflected in the base price in the RFP. Any prompt payment discounts should be itemized in the RFP. Other discounts will not be considered when determining which contractor has the lowest proposed price.

5.10 Human Rights and Opportunities

5.10.1 Required Compliance with Human Rights and Opportunities Regulations

Any contractor must agree to comply with the statutes referred to in this section as they exist on the date of the contract that results from this proposal and as they may be adopted or amended from time to time during the term of the contract and any amendments thereto.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-60, 4a-60a, 46a-71(d), 46a-81i(d).

5.10.2 Nondiscrimination and Affirmative Action Provisions in contracts of the state and political subdivisions other than municipalities. (Conn. Gen. Stat. 4a-60)

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and

each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as contractor and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) Who have the power to direct the management and policies of the enterprise and

(3) Who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if

such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

5.10.3 Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation. (Conn. Gen. Stat. 4a-60a)

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

5.10.4 Discriminatory Practices by State Agencies (Conn. Gen. Stat. 46a-71(d))

Every state contract or subcontract for construction on public buildings or for other public works or for goods and services shall conform to the intent of section 4a-60 and 4a-60a.

5.10.5 Sexual orientation discrimination: Services of state agencies.(Conn. Gen. Stat. 46a-81i(d))

Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

5.10.6 Enforcement (Conn. Gen. Stat. 46a- 56(a))

(a) The commission shall:

- (1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement;
- (2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;
- (3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;
- (4) From time to time, but not less than once a year, report to the Governor as provided in Section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;
- (5) Monitor state contracts to determine whether they are in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and
- (6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the General Assembly concerning the employment of such business enterprises as contractor and subcontractor.

(b) The commission may, when it is deemed in the best interests of the state, exempt a contractor from the requirements of complying with any or all of the provisions of Section 4a-60, 4a-60a, 46a-68c, 46a-68d or 46a-68e of the Connecticut General Statutes in any specific contract. Exemptions under the provisions of this section may include, but not be limited to, the following instances: (1) If the work is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved; (2) those involving less than

specified amounts of money or specified numbers of workers; (3) to the extent that they involve subcontracts below a specified tier. The commission may also exempt facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract, provided such an exemption shall not interfere with or impede the effectuation of the purposes of this section and Sections 4a-60, 4a-60a, 4a-60g, 4a-62 and 46a-68b to 46a-68k, inclusive, of the Connecticut General Statutes.

- (c) If the commission determines through its complaint procedure that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Sections 4a-60, 4a-60a, 46a-68c, 46a-68d, 46a-68e or 46a-68f of the Connecticut General Statutes, (A) the state shall retain two per cent of the total contract price per month on any existing contract with such contractor and (B) the contractor shall be prohibited from participation in any further contracts with state agencies until: (i) the expiration of a period of two years from the date of the finding of noncompliance or (ii) the commission determines that the contractor has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the contractor has adopted such policies within forty-five days of its determination of noncompliance. In addition, the commission may do one or more of the following: (1) publish or cause to be published, the names of contractor or unions which it has found to be in noncompliance with such provisions; (2) notify the Attorney General that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Sections 4a-60 or 4a-60a of the Connecticut General Statutes, appropriate proceedings should be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of said Sections 4a-60 or 4a-60a of the Connecticut General Statutes; (3) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; (4) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with Chapter 54 of the Connecticut General Statutes to implement the provisions of this section.
- (d) If the commission determines through its complaint procedure and after a hearing held in accordance with Chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under Section 4a-60 or 4a-60a of the Connecticut General Statutes, and (B) that such services

or materials are to be used in connection with a contract entered into pursuant to Section 4a-60g(b) of the Connecticut General Statutes it shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in Section 32-9n(a) of the Connecticut General Statutes.

5.10.7 Contractor required to file compliance reports (Conn. Gen. Stat. 46a-68e)

Each contractor shall file, and shall cause each of his contractor to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe.

5.10.8 Compliance reports to include labor union practices: (Conn. Gen. Stat. 46a-68f)

Whenever the contractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include information pertaining to such labor union's or agency's practices and policies affecting compliance, as the commission may prescribe; provided, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency refuses to furnish information to the contractor, the contractor shall so certify to the commission as part of its compliance report and shall set forth what efforts have been made to obtain such information.

5.10.9 Labor Reporting:

The contractor also agrees to make available to the State Department of Labor a listing of all available employment openings for the purpose of carrying out the terms of the contract.

5.11 Executive Orders

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland

promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. Proposers may receive copies of these documents upon request.

PART 6 PROCUREMENT SCHEDULE

6.1 Issue the RFP

The RFP will be issued by September 15, 2006.

6.2 Meeting and Walk-Through

A non-mandatory meeting and walk-through for contractors will be held on September 27, 2006 in Public Hearing Room 2B at the Legislative Office Building. A walk-through of the facilities will begin at 10:00.

6.3 Deadline for Questions

All questions must be submitted in writing by September 29, 2006. These submissions must be addressed to the attention of Tina Mohr at the Office of Legislative Management; Legislative Office Building; Room 5100, Hartford, CT 06106-1591; tina.mohr@cga.ct.gov.

6.4 Amendments to Request for Proposal

All amendments to the RFP and response to written questions will be published no later than 5:00 pm on October 4, 2006.

6.5 Proposal Delivery

All sealed proposals must be delivered by 4:00 pm on October 16, 2006 to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut

6.6 Presentations

The preferred contractor(s) may be contacted to make presentations to the evaluation committee.

6.7 Contract Award and Process

Once approved by legislative leaders and the historic preservation committee, the successful contractor will be notified whether or not they are the preferred candidate.

PART 7 RESERVED RIGHTS

7.1 Rights

7.1.1 Amendment or withdrawal of proposal

The state reserves the right to amend and/or cancel this RFP at any time prior to the proposal opening, and to correct any award erroneously made as a result of clerical error on the part of the state.

7.1.2 Refusal of Proposal

The state reserves the right to refuse any and all proposals hereunder. The state may refuse any proposal that does not meet the entire RFP.

7.2 Disqualification for submitting Proposals

7.2.1 Disqualification from submitting proposals for contracts. Suspension (Conn. Gen. Stat. 2-71r)

(a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to Section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183 of the Connecticut General Statutes.

(b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under section 7.2.1. No such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.

(c) Cause for disqualification or suspension from submitting proposals shall include the following:

- (1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor(s);
- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor(s), including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;
- (5) Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor(s) or supplier; or
- (6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor(s), including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.

7.2.2 Reduction of Disqualification Period

The committee may reduce the period or extent of disqualification, upon the contractor(s)'s request, supported by documentation, for the following reasons:

- (a) Newly discovered material evidence
- (b) Reversal of the conviction upon which the disqualification was based;
- (c) Bona fide change in ownership or management;
- (d) Elimination of other causes for which the disqualification was imposed; or
- (e) Other reasons the committee deems appropriate.

7.2.3 Disqualification Exception

The committee may grant an exception permitting a disqualified contractor(s) to participate in a particular contract or subcontract upon a written determination by the committee that there is good cause, in the interest of the public, for such action.



**VENDOR EVALUATION FORM
ATTACHMENT A**

Capitol Electric Distribution Modification

The Connecticut General Assembly
Joint Committee on Legislative Management
Legislative Office Building – Room 5100
Hartford, CT 06106
(860) 240 – 0100 FAX: (860) 240 - 0122

Title: _____
Name of Vendor: _____
Evaluation Contact: _____
Date: _____

	Outstanding	Very Good	Fair	Poor
1. Overall Approach;				
2. Proposer's understanding of the requirements;				
3. Clarity of submission;				
4. Professional experience and references of the firm;				
5. Quality of list of references from clients for whom similar services have been provided;				
6. Appropriateness of the proposed fee structure				



**CORPORATE RESOLUTION AND
PROOF OF AUTHORIZATION
FORM**

ATTACHMENT B

**Capitol Electric Distribution
Modification**

The Connecticut General Assembly
Joint Committee on Legislative
Management
Legislative Office Building : Rm 5100
Hartford, CT 06106
(860) 240 – 0100
FAX: (860) 240 – 0122

The proposer has the option of submitting either a corporate resolution or proof of authorization similar to those below. The proposer is not required to use the wording below, but must ensure that all the information below is included with the document meant to satisfy this requirement.

SAMPLE CORPORATE RESOLUTION

CERTIFICATION OF AUTHORITY

(DATE)

At a meeting of the Directors of (insert company name) duly called and held at (insert location of meeting) (*location of meeting*) on _____ (*day of meeting*) day of _____ (*date of meeting*), at which a quorum was present and acting, it was VOTED that

_____ (*name of authorized signer*), the
_____ (*title of authorized signer*) of the Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a contract for _____ (*description of project or services*) with the Connecticut General Assembly, Joint Committee on Legislative Management in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date and that

_____ (*name of authorized signer*), is duly elected
_____ (*title of authorized signer*) of this Corporation.

Attest:

(Affix Corporate Seal Here)

Date: (*Date of meeting*)

(*Signature of Clerk*) _____

(*Printed Name of Clerk*)

Clerk

SAMPLE PROOF OF AUTHORIZATION

PROOF OF AUTHORIZATION

(LOCATION)

(DATE)

On this _____ *(day of authorization)* day of _____ *(date of authorization)*,
before me personally came _____ *(name of authorized
signer)*, to me known, who being by me duly sworn, did state he resides in
_____ *(state of residence)*; that he is the _____
(title of authorized signer) of _____ *(company name)*; and
that he has authorization to submit this proposal and enter into a contract for
_____ *(description of services or project)* .

Attest:

(Affix Corporate Seal Here)

Date: *(Date of notary signature)*

(Signature of Notary) _____

(Printed Name of Notary)

Notary Public, *(State of Commission)*

Commission Expires: *(Date commission expires)*



CERTIFICATION FORM

ATTACHMENT C

**Capitol Electric Distribution
Modification**

The Connecticut General Assembly
Joint Committee on Legislative
Management
Legislative Office Building : Rm 5100
Hartford, CT 06106
(860) 240 – 0100
FAX: (860) 240 – 0122

IN WITNESS WHEREOF, the undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish these services and/or commodities to the General Assembly as listed in the Request for Proposal in accordance with the following guidelines:

Independent Price Determinations and Offer of Gratuities:

1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other organization or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;
4. The Proposer has no knowledge of the specific Proposal contents prior to actual receipt of the Proposal;
5. The Proposer certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities in excess of those allowed under Chapter 10 of the Connecticut General Statutes (Code of Ethics for Public Officials) were either offered to or received by any of the aforementioned officials or employees from the Contractor's agent or the Contractor's employee(s).

The Proposer agrees to furnish these services and/or commodities to the Connecticut General Assembly as listed in the Request for Proposal at the prices indicated on Attachment E.

SIGNED AND DATED this _____ day of _____

Company: _____

Address: _____

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Telephone No: _____ Fax No: _____

Federal Employer Identification No: _____



PROPOSAL PRICING PAGE

ATTACHMENT D

**Capitol Electric Distribution
Modification**

The Connecticut General Assembly
Joint Committee on Legislative
Management
Legislative Office Building : Rm 5100
Hartford, CT 06106
(860) 240 – 0100
FAX: (860) 240 – 0122

Total Cost: \$ _____

Standard payment terms are net 45 days. Please indicate any early payment discount terms that would be applicable to this project: _____ % Discount, _____ Days.

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith to furnish these services and/or commodities to the General Assembly as listed in the Request for Proposal at the prices proposed therein.

Company: _____

Address: _____

Signature: _____

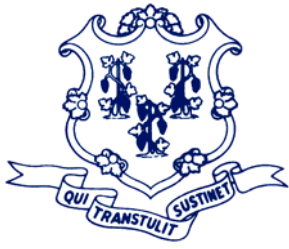
Name (Printed): _____ Title: _____

Federal Employer Identification Number: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Date: _____



INSURANCE CERTIFICATE
ATTACHMENT E
Capitol Electric Distribution
Modification

The Connecticut General Assembly
Joint Committee on Legislative
Management
Legislative Office Building : Rm 5100
Hartford, CT 06106
(860) 240 – 0100
FAX: (860) 240 – 0122

Please Note: An insurance certificate is not required to be submitted with the proposal but is required upon contract award.

1. The successful proposer shall carry in force for the duration of this agreement the following insurance:
 - (a) All statutory insurance, i.e. worker's compensation and unemployment insurance.
 - (b) Bodily injury, occupational sickness or disease, or death of his employees; bodily injury, sickness or disease, or death of any person other than his employees and claims insured by usual personal injury liability coverage.
 - (c) Damage because of injury to, disappearance, or destruction of tangible property, including the loss of use resulting therefrom.

2. The Comprehensive General Liability Limits Shall Be:

Bodily Injury:	\$500,000 each person, \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

3. Automobile and/or truck use on the premises for deliveries, etc., shall require Comprehensive Automobile Insurance with coverage not less than:

Bodily Injury:	\$500,000 each person, \$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

4. The insurance certificate shall indicate that the contractor name the Joint Committee on Legislative management as an additional insured and shall defend and save harmless the Joint Committee on Legislative Management from actions, suits, or other legal proceedings that may be instituted on such claims or demands.

5. The insurance certificate shall also indicate that policies may not be canceled without at least 15 days prior notice to the Joint Committee on Legislative Management.

6. The successful vendor shall deliver to the Joint Committee on Legislative Management all required certificates of insurance upon award of the contract.



PRINCIPAL REPORT FORM

ATTACHMENT F

Capitol Electric Distribution Modification

The Connecticut General Assembly
 Joint Committee on Legislative
 Management
 Legislative Office Building : Rm 5100
 Hartford, CT 06106
 (860) 240 – 0100
 FAX: (860) 240 – 0122

Office of Legislative Management
 State Contractor Principals Collection Form (Rev. 7/2006)

Principal Key	Designation		Total Number of Pages Submitted <input style="width: 100px;" type="text"/>
Owner/Shareholder	O		
Member/Board of Director	B		
President	P		
Chief Executive Officer	CEO		
Treasurer	T		
Exec./Senior Vice Pres.	V	Contact Information (regarding content of form)	
Employee	E	Name:	<input style="width: 150px;" type="text"/>
Spouse	S	Email Address:	<input style="width: 150px;" type="text"/>
Dependent Child	C	Telephone Number:	<input style="width: 150px;" type="text"/>

Contractor Name	<input style="width: 500px;" type="text"/>
Alternate Name 1	<input style="width: 500px;" type="text"/>
Alternate Name 2	<input style="width: 500px;" type="text"/>
Alternate Name 3	<input style="width: 500px;" type="text"/>

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any

PRINCIPAL REPORT FORM – ATTACHMENT F

Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any
Designation of Principal	First Name	M.I.	Last Name	PACs Name if any
Principal's Spouse/Child	First Name	M.I.	Last Name	PACs Name if any



GIFT CERTIFICATION

ATTACHMENT G

**Capitol Electric Distribution
Modification**

The Connecticut General Assembly
Joint Committee on Legislative Management
300 Capitol Avenue
Legislative Office Building – Room 5100
Hartford, CT 06106
(860) 240 – 0100 FAX: (860) 240 - 0122

Gift certification 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 4-252 as discussed in 5.1.1(f) of this RFP .

I, _____ (Type/Print Name of Official authorized to execute the contract) am authorized to execute the attached contract on behalf of the _____ (Name of Organization), the “Contractor”. I hereby certify that between September 1, 2005 through the contract execution date that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the 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 RFP 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:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of</u>
<u>Gift</u> (List Information Here)				

Further, neither I nor any principals or key personnel of the Contractor, nor any 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. Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature

Date

[Title of Official Authorized to execute the contract]

[Name of Firm Authorized to execute the contract]

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

Commissioner of the Superior Court, Notary Public



**CAMPAIGN CONTRIBUTION
CERTIFICATION**

ATTACHMENT H

**Capitol Electric Distribution
Modification**

The Connecticut General Assembly
Joint Committee on Legislative
Management
300 Capitol Avenue
Legislative Office Building – Room 5100
Hartford, CT 06106
(860) 240 – 0100 FAX: (860) 240 - 0122

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a fiscal year pursuant Conn. Gen. Stat. § 4-250 and Conn. Gen. Stat. § 9-333n and as discussed in 5.1.2 of this RFP .

I, _____ (Type/Print Name of Official authorized to execute the contract), certify that no principal of _____ (Type/Print Name of organization) will make or solicit a contribution, on or after December 31, 2006, in violation of the provisions of Conn. Gen. Stat. Section 9-333n, and acknowledge that if any such contribution is made or solicited, on or after December 31, 2006, _____ (Type/Print Name of organization) shall be disqualified from being awarded the contract described in the request for proposals or being awarded any other state contract for one year after the election for which such contribution is made or solicited.

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

Signature

Date

[Title of Official Authorized to execute the contract]

[Name of Firm Authorized to execute the contract]

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

Commissioner of the Superior Court
Notary Public



ATTACHMENT I
DRAWING REQUEST FORM

**Capitol Electric Distribution
Modification**

The Connecticut General Assembly
Joint Committee on Legislative
Management
300 Capitol Avenue
Legislative Office Building – Room
5100
Hartford, CT 06106
(860) 240 – 0100 FAX: (860) 240 -
0122

REQUEST FOR DRAWING A110

The undersigned requests a copy of Project Drawings for the **State Capitol Electrical Systems Modifications** as specified in the RFP by the Connecticut General Assembly. A deposit check in the amount of \$100 made out to the Joint Committee on Legislative Management is enclosed.

Drawings will not be released until a \$100 deposit check and the W-9 form are submitted.

Vendor Name: _____
(company)

Vendor Address: _____
(street, town, state, zip code)

Telephone Number: _____

Fax Number: _____

Email Address: _____

Contact Name: _____

For use by the Office of Legislative Management:

_____ Date deposit check received by OLM

_____ Date drawings picked up/mailed

_____ Date drawings returned by vendor

_____ Date deposit return processed

STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.**READ & COMPLETE CAREFULLY**

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		STREET	
		CITY	
		STATE	
		ZIP CODE	
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:		Ext. #	
HOME PHONE:			
2 ND BUSINESS PHONE:		Ext. #	
1 ST PAGER:			
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI	
If EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL	

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
or
Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Project: Electrical Systems Modifications At The State Capitol**Minimum Rates and Classifications****for Building Construction**

B 8692

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

An Act Concerning Reporting Requirements on Prevailing Wage Projects
Referred to as the "PERSONS" Act - see last page for more information

Project Number:

Project Town: **Hartford****Project: Electrical Systems Modifications At The State Capitol**

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings.	30.21	17.10
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Hazardous Material Handler: Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	20.50	10.30
2) Boilermaker	30.15	8.71 + 32%
3a) Bricklayer, Cement Mason, Cement Finishers, Plasterers, Stone Masons	29.10	15.35 + a

As of: 9/11/2006

B 8692

Project: Electrical Systems Modifications At The State Capitol

3b) Tile Layers	26.55	14.10
3c) Terrazzo Workers, Marble Setters	27.65	13.95
3d) Tile, Marble & Terrazzo Finishers	21.65	12.34
-----LABORERS-----		
4) Group 1: Laborers, carpenter tenders, wrecking laborers, fire watchers.	22.50	12.20
4a) Group 2: Mortar mixers, plaster tenders, power buggy operators, powdermen, fireproofers/mixer/nozzleman.	22.75	12.20
4b) Group 3: Jackhammer operators, mason tenders.	23.00	12.20
4c) **Group 4: Pipelayers ~ [If using this classification call the Labor Department for clarification]	23.35	12.20
4d) Group 5: Air track operators, Sand blasters.	23.25	12.20
4e) Group 6: Nuclear toxic waste removers, blasters.	25.50	12.20

Project: Electrical Systems Modifications At The State Capitol

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.	23.50	12.20
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	23.00	12.20
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	22.50	12.20
5) Carpenter, Acoustical Tile Worker, Concrete Form-Wood Builder, Floor Covering (Including Drywall Hanging), Modular-Furniture Systems Installers.	26.15	14.86
5a) Millwrights	26.90	14.86
6) Electrical Worker, Cable Splicer (electric) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	32.00	17.38
7a) Elevator Constructor (Trade License required: R-1,2,5,6)	38.295	13.265+a+b
8) Glazier (Trade License required: FG-1,2)	29.38	12.35 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	30.05	20.18 + a

----OPERATORS----

As of: 9/11/2006

B 8692

Project: Electrical Systems Modifications At The State Capitol

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over.	31.63	14.50 + a
Group 2: Cranes (100 ton rated capacity & over), backhoe over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).	31.33	14.50 + a
Group 3: Backhoe, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist, pull or drag material regardless of motive power of operation); rubber tire backhoe	30.62	14.50 + a
Group 4: Trenching machines; lighter derrick; CMI Machine or similar; Koehring Loader (skoper).	30.24	14.50 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete pumps; drills with self contained power units; Boring machine; Post hole digger; Auger; Pounder; Well Digger	29.68	14.50 + a
Group 5 continued: Milling machine (over 24" Mandrell); Side Boom; Combination hoe and loader; Directional driller; Grader.	29.68	14.50 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	29.39	14.50 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	29.06	14.50 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	28.68	14.50 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	28.27	14.50 + a

As of: 9/11/2006

B 8692

Project: Electrical Systems Modifications At The State Capitol

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	27.71	14.50 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	26.31	14.50 + a
Group 12: Wellpoint operator.	26.24	14.50 + a
Group 13: Compressor battery operator.	25.69	14.50 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	24.59	14.50 + a
Group 15: Generator operator, compressor operator, pump operator, welding machine operator.	24.21	14.50 + a
Group 16: Maintenance engineer.	23.58	14.50 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator	25.82	14.50 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper	25.40	14.50 + a

-----PAINTERS (Including Drywall Finishing)-----

As of: 9/11/2006

B 8692

Project: Electrical Systems Modifications At The State Capitol

10a) Brush, Roller	25.02	11.60
10b) Tapers and Drywall Finishers	25.77	11.60
10c) Paperhanger	25.52	11.60
10d) Red Label	25.52	11.60
10e) Blast and Spray	28.02	11.60
10f) Tanks, Tower, Swingstage	27.02	11.60
11) Plumber 1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	(Trade License required: P- 31.77	18.26
12) Post Digger, Well Digger, Pile Testing Machine	25.25	9.05 + a
13) Roofer (composition)	27.30	12.40
14) Roofer (slate & tile)	27.80	12.40

As of: 9/11/2006

B 8692

Project: Electrical Systems Modifications At The State Capitol

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	28.70	22.09
16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade 31.77	18.26
-----TRUCK DRIVERS-----		
17a) 2 Axle	24.78	10.9225 + a
17b) 3 Axle, 2 Axle Ready Mix	24.88	10.9225 + a
17c) 3 Axle Ready Mix	24.93	10.9225 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	24.98	10.9225 + a
17e) 4 Axle Ready Mix, Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	25.03	10.9225 + a
17f) Heavy Duty Trailer (40 Tons and Over)	25.23	10.9225 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	33.95	13.45 + a

Project: Electrical Systems Modifications At The State Capitol

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.50 per hour for power equipment operators and \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$1.50 per hour over classified rate.*

- Crane with 150 ft. boom (including jib) - \$.75 extra.
- Crane with 200 ft. boom (including jib) - \$1.25 extra.
- Crane with 250 ft. boom (including jib) - \$2.50 extra.
- Crane with 300 ft. boom (including jib) - \$3.50 extra.
- Crane with 400 ft. boom (including jib) - \$4.00 extra.
- Crane with 500 ft. boom (including jib) - \$5.00 extra.

~ ~ ~ All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

~ ~ Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~ ~

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*
- The annual adjustments will be posted on the Department of Labor's Web page: www.ctdol.state.ct.us.*
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*
- All subsequent annual adjustments will be posted on our Web Site for contractor access.*

As of: 9/11/2006

Project: Electrical Systems Modifications At The State Capitol

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor ans such person.

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: 9/11/2006

B 8692

SECTION 16010**GENERAL CONDITIONS FOR ELECTRICAL TRADES****PART 1 GENERAL****1.1 RELATED REQUIREMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. This section applies to all sections of Division 16, "Electrical" of this project specification unless specified otherwise in the individual sections.

1.2 DESCRIPTION

- A. The General Conditions and Supplementary General Conditions are a part of this Division and are to be considered a part of this Contract.
- B. Where items of the General Conditions and Supplementary General Conditions are repeated in other Sections of the Specifications, it is merely intended to qualify or to call particular attention to them. It is not intended that any other parts of the General Conditions and Supplementary General Conditions shall be assumed to be omitted if not repeated therein. This Section applies equally and specifically to all Contractors supplying labor and/or equipment and/or materials as required under each Section of this Division. Where conflicts exist between the drawings and the specifications or between this section of the specifications and other sections, the more stringent or higher cost option shall apply.
- C. It is the intent of this Section of the Specifications to establish a standard of quality and performance characteristics for basic materials and installation methods used in building electrical systems.

1.3 INTENT

- A. This contract is for all labor, materials and equipment required for installation. The system shall be complete and finished in all respects, tested and ready for operation. Work shall include calibration of equipment with factory settings. All materials, equipment and apparatus shall be new and of first class quality.
- B. Any apparatus, appliance, material or work not shown on drawings but mentioned in the specifications, or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects and ready for operation as determined by good trade practice even if not particularly specified, shall be furnished, delivered and installed under their respective Divisions without any additional expense to the Owner.
- C. Minor details not usually shown or specified but necessary for proper installation and operation shall be included in the work as though they were hereinafter shown or specified.
- D. Work under each Section shall include giving written notice to the Owner and Engineer of any materials or apparatus believed inadequate or unsuitable; in violation of laws,

ordinances, rules or regulations of authorities having jurisdiction; and any necessary items of work omitted. In the absence of such written notice, it is mutually agreed that work under each Section has included the cost of all required items for the accepted, satisfactory functioning of the entire system without extra compensation.

- E. Location of all existing systems and equipment shown on floor plans is based on the best available information. The Contractor shall verify all dimensions and locations of existing systems and equipment in the field and adjust as necessary.
- F. Certain items of existing equipment may be indicated for removal or relocation. Items noted for removal shall be disconnected and turned over to the Owner or disposed of by the Contractor if the Owner so requests. If instructed to dispose of items, the Contractor shall remove the items from the premises and dispose of them in a safe, legal and responsible manner and location. Items noted for relocation are intended for reuse in another location as designated on the Drawings. It shall be the responsibility of the Contractor to remove the material from its present location, store the material in a safe place and reinstall the material in its new location. Questions regarding the suitability of the material or equipment shall be brought to the attention of the Owner and Engineer in writing.
- G. Wherever a particular piece of equipment, device or material is specifically indicated on the Drawings by model number, type, series or other means, that specification shall take precedence over equipment or materials specified herein. For example: If a particular switch is specified on the Drawings, its specification takes precedence over switch specified herein.

1.4 DEFINITIONS

- A. Word "Subcontractor" means specifically the subcontractor working under this Division. Other Contractors are specifically designated "Plumbing Subcontractor", "General Contractor" and so on. Note: Take care to ascertain limits of responsibility for connecting equipment which requires connections by two or more trades.
- B. Word "install" shall mean set in place complete with all mounting facilities and connections as necessary ready for normal use or service.
- C. Words "furnish" or "supply" shall mean purchase, deliver to, and off-load at the job site, all ready to be installed including where appropriate all necessary interim storage and protection.
- D. Word "provide" shall mean furnish (or supply) and install as necessary.
- E. Word "finished" refers to all rooms and areas scheduled to be painted in Room Finish Schedule on the drawings. All rooms and areas not covered in Schedule, including underground tunnels and areas above ceilings shall be considered not finished, unless otherwise noted.
- F. Words "approved equal" mean any product which in the opinion of the Engineer is equal in quality, arrangement, appearance, and performance to the product specified.
- G. Word "wiring" shall mean cable assembly, raceway, conductors, fittings and any other necessary accessories to make a complete wiring system. Word "product" shall mean any

item of equipment, material, fixture, apparatus, appliance or accessory installed under this Division.

- H. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions."
- I. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- J. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Engineer," "requested by the Engineer," and similar phrases.
- K. Approve: The term "approved," where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in General and Supplementary Conditions.
- L. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- M. Remove: The term "remove" means "to disconnect from its present position, remove from the premises and to dispose of in a legal manner."
- N. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- O. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.5 DRAWINGS

- A. Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. (Do not scale the drawings)
- B. Work under each Section shall closely follow Drawings in layout of work; check Drawings of other Divisions to verify spaces in which work will be installed. Maintain maximum headroom; where space conditions appear inadequate, Owner and Engineer shall be notified before proceeding with installations.
- C. The Owner may, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades and/or for proper execution of the work.
- D. Where variances occur between the Drawings and Specifications or within either of the Documents, the item or arrangement of better quality, shall be included in the Contract

price. The Owner and Engineer shall decide on the item and the manner in which the work shall be installed.

1.6 SURVEYS AND MEASUREMENTS

- A. Before submitting his Bid, the Contractors shall visit the site and become thoroughly familiar with all existing conditions under which his work will be installed. This Contract includes all modifications of existing systems required for the installation of new equipment. This Contract includes all necessary offsets, transitions and modifications required to install all new equipment in existing spaces. All new and existing equipment and systems shall be fully operational under this Contract before the job is considered complete. The Contractors shall be held responsible for any assumptions he makes, any omissions or errors he makes as a result of his failure to become fully familiar with the existing conditions at the site and the Contract Documents.
- B. The Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at the site and check the correctness of same as related to the work.
- C. Should the Contractor discover any discrepancies between actual measurements and those indicated which prevent following good practice or which interfere with the intent of the Drawings and Specifications, the Engineer will be notified and work will not proceed until instructions from the Engineer are received.

1.7 CODES AND STANDARDS

A. Reference Standard Compliance

- 1. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturers Association (NEMA), and Underwriters Laboratories Inc. (UL), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.
- 2. Independent Testing Organization Certificate: In lieu of the label or listing, indicated above submit a certificate from an independent testing organization, competent to perform testing, and approved by the engineer. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

- B. The Following Codes and Standards listed below apply to all electrical work. Wherever Codes and/or Standards are mentioned in these Specifications, the latest applicable edition or revision shall be followed:

Connecticut State Building Code - Connecticut Supplement

The International Building Code

State Capitol Electrical Systems Modifications
 Hartford, CT
 CES Project Number 25121.02

August 18, 2006

The International Mechanical Code

The International Plumbing Code

The BOCA National Code Supplement

The National Electrical Code

NFPA 101 Life Safety Code

Model Energy Code

ASHRAE 90.1 and International Energy Conservation Code

C. The following Standards shall be used where referenced by the following abbreviations:

AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
EPA	Environmental Protection Agency
FM	Factory Mutual
FSSC	Federal Specification
IEEE	Institute of Electrical and Electronics Engineers
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSC	National Safety Council
OSHA	Occupational Safety and Health Administration
UL	Underwriters' Laboratories

D. All materials furnished and all work installed shall comply with the rules and recommendations of the NFPA, the requirements of the local utility companies, the recommendations of the fire insurance rating organization having jurisdiction and the requirements of all Governmental departments having jurisdiction.

E. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus and Drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether shown on Drawings and/or specified or not.

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

1.8 PERMITS AND FEES

- A. The Contractor shall give all necessary notices, obtain all permits; and pay all Government and State sales taxes and fees where applicable, and other costs, including utility connections or extensions in connection with the work, file all necessary Drawings, prepare all documents and obtain all necessary approvals of all Governmental and State departments having jurisdiction, obtain all required certificates of inspection for his work, and deliver a copy to the Owner and Engineer before request for acceptance and final payment for the work.

1.9 EQUIPMENT SUBSTITUTIONS

- A. In these Specifications and on the accompanying Drawings, one or more makes of materials, apparatus or appliances may have been specified for use in this installation. This has been done for convenience in fixing the standard of workmanship, finish and design required for installation. The details of workmanship, finish and design, and the guaranteed performance of any material, apparatus or appliance which the Contractor desires to deviate for those mentioned herein shall also conform to these standards.
- B. Where no specific make of material, apparatus or appliance is mentioned, any first-class product made by a reputable manufacturer may be submitted for the Engineers review.
- C. Where two or more names are given as equivalents, the Contractor must use the specified item or one of the named equivalents. Where one name only is used and is followed by the words "or approved equal", the Contractor must use the item named or he may apply for a substitution. Where one name only is used, the Contractor must use that item named.
- D. Where the Contractor proposes to deviate (substitute or provide an equivalent) from the equipment or materials as hereinafter specified, he shall do so by making a request in writing. The Contractor shall state in his request whether it is a substitution or an equivalent to that specified and the amount of credit or extra cost involved. A copy of said request shall be included in the Electrical Base Bid with manufacturer's equipment cuts. The Base Bid shall be based on using the materials and equipment as specified with no exceptions.
- E. Where the Contractor proposes to use an item of equipment other than specified or detailed on the Drawings which requires any redesign of the structure, partitions, foundations, piping, wiring or any other part of the mechanical, electrical or architectural layout, all such redesign and all new drawings and detailing required therefore shall be prepared by the Designers of Record at the expense of the Contractor and at no additional cost to the Owner.
- F. Where such accepted deviation or substitution requires a different quantity and arrangement of piping, ductwork, valves, pumps, insulation, wiring, conduit and equipment from that specified or indicated on the Drawings, the Contractor shall, with the acceptance by the Engineer, furnish and install any such additional equipment required by the system at no additional cost to the Owner, including any costs added to other trades due to the substitution.
- G. Equipment, material or devices submitted for review as an "equivalent" shall meet the following requirements:

1. The equivalent shall have the same construction features such as, but not limited to:
 - a. Material thickness, gauge, weight, density, etc.
 - b. Welded, riveted, bolted, etc., construction
 - c. Finish, undercoating, corrosion protection
 2. The equivalent shall perform with the same or better operating efficiency.
 3. The equivalent shall be locally represented by the manufacturer for service, parts and technical information.
 4. The equivalent shall bear the same labels of performance certification as is applicable to the specified item, such as UL or NEMA labels.
- H. Equipment, material or devices submitted for review as a "substitution" shall meet the following requirements:
1. Substitution Request Submittal: Requests for substitution will be considered if received in writing 14 days before the bid date. Requests received later than 14 days before the bid date may be considered or rejected at the discretion of the Engineer.
 - a. Submit three (3) copies of each request for substitution for consideration.
 - b. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - 1) Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - 2) Samples, where applicable or requested.
 - 3) A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - 4) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 - 5) A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule

without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

- 6) Cost information, including a proposal of the net change, if any in the Contract Sum.
 - 7) Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
2. Engineer's Action: Within one week of receipt of the request for substitution, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance of a product substitution will be in the form of an Addendum.
 3. Other Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
 - a. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 - b. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 - c. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

1.10 SUBMITTAL PROCEDURES

- A. Provide Submittals in accordance with the requirements of Division 1 and as indicated in the following.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
1. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 3. Allow two weeks for reprocessing each submittal.
 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- D. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- E. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action. On the transmittal, record relevant information and requests for data. On the

form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

- F. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
- G. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, to indicate the action taken.

1.11 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. The Contractor shall submit for review detailed shop drawings of all equipment and material specified in each section and coordinated ductwork layouts. No material or equipment may be delivered to the job site or installed until the Contractor has received shop drawings for the particular material or equipment which have been properly reviewed. Shop drawings shall be submitted within 60 days after award of Contract before any material or equipment is purchased. The Contractor shall submit for review copies of all shop drawings to be incorporated in the Electrical Contract. Refer to the General Conditions and Supplementary General Conditions for the quantity of copies required for submission. Where quantities are not specified, provide seven (7) copies for review.
- C. Provide shop drawings for all devices specified under equipment specifications for all systems including fire alarm, switchgear, clock, lighting, etc., or where called for elsewhere in the Specifications. Shop drawings shall include manufacturers' names, catalog numbers, cuts, diagrams, dimensions, identification of products and materials included, compliance with specified standards, notation of coordination requirements, notation of dimensions established by field measurement and other such descriptive data as may be required to identify and accept the equipment. A complete list in each category (example: all fixtures) of all shop drawings, catalog cuts, material lists, etc., shall be submitted to the Engineer at one time. No consideration will be given to a partial shop drawing submittal.
- D. Submittals shall be marked with the trade involved, i.e., Electrical, HVAC, Plumbing, Fire Protection, etc. when the submittal could involve more than one trade.
- E. Where multiple quantities or types of equipment are being submitted, provide a cover sheet (with a list of contents) on the submittal identifying the equipment or material being submitted.
- F. Failure to submit shop drawings in ample time for review shall not entitle the Contractor to an extension of Contract time. No claim for extension by reason of such default will

- be allowed, nor shall the Contractor be entitled to purchase, furnish and/or install equipment which has not been reviewed by the Engineer.
- G. The Contractor shall furnish all necessary templates, patterns, etc., for installation work and for the purpose of making adjoining work conform; furnish setting plans and shop details to other trades as required.
 - H. Acceptance rendered on shop drawings shall not be considered as a guarantee of measurements or building conditions. Where drawings are reviewed, review does not mean that drawings have been checked in detail; said approval does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing work as required by the Contract Drawings and Specifications. Verify available space prior to submitting shop drawings.
 - I. Acceptance of shop drawings shall not apply to quantity nor relieve Contractor of his responsibility to comply with intent of Drawings and Specifications.
 - J. Acceptance of shop drawings is final and no further changes will be allowed without the written consent of the Engineer.
 - K. Shop drawing submittal sheets which may show items that are not being furnished shall have those items crossed off to clearly indicate which items will be furnished.
 - L. Bidders shall not rely on any verbal clarification of the Drawings and/or Specifications. Any questions shall be referred to the Engineer in writing at least five (5) working days prior to Bidding to allow for issuance of an Addendum.
 - M. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.12 WORKMANSHIP

- A. Service Support: The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.
- B. Modification of References: In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears.
- C. The Contractor shall furnish the services of an experienced superintendent who shall be constantly in charge of the installation of the work together with all skilled workmen, journeymen, electricians, helpers and laborers required to unload, transfer, erect, connect, adjust, start, operate and test each system.
- D. Unless otherwise specifically indicated on the Drawings or Specifications, all equipment and materials shall be installed with the acceptance of the Engineer and in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

- E. All labor for installation of electrical systems shall be performed by experienced, skilled tradesmen under the supervision of a licensed journeyman foreman. All work shall be of a quality consistent with good trade practice and shall be installed in a neat, workmanlike manner. The Engineer reserves the right to reject any work which, in his opinion, has been installed in a substandard, dangerous or unserviceable manner. The Contractor shall replace said work in a satisfactory manner at no extra cost to the Owner.

1.13 SHUTDOWNS

- A. When installation of a new system requires the temporary shutdown of an existing operating system, the connection of the new system shall be performed at such time as designated by the Owner.
- B. The Engineer and the Owner shall be notified in writing of the estimated duration of the shutdown period at least ten (10) days in advance of the date the work is to be performed.
- C. Work shall be arranged for continuous performance whenever possible. The Contractor shall provide all necessary labor, including overtime if required, to assure that existing operating services will be shut down only during the time actually required to make necessary connections.

1.14 TEMPORARY UTILITIES

- A. General: Provide new materials and equipment; if acceptable to the Engineer, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- C. First Aid Supplies: Comply with governing regulations.
- D. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- E. Provide temporary lighting in all areas, throughout construction activities.
1. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Engineer, and will not be accepted as a basis of claims for a Change Order.
 2. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.

- a. Except where overhead service must be used, install electric power service underground.
 - b. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
3. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period.
- F. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- G. Termination and Removal: Unless the Engineer requires that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

1.15 PROJECT PHASING

- A. Work under each Section shall include all necessary temporary connections, equipment, conduit, wiring, fire alarm equipment and testing, lighting and emergency lighting, fire stopping, connection of necessary mechanical equipment, labor, and material as necessary to accommodate the phasing of Construction as developed by the Owner. All existing systems that pass-thru an area of the building shall remain operational during all phases of construction. No extra compensation shall be granted the Contractor for work required to maintain existing systems operational or to accommodate the construction phasing of the project.

1.16 PROTECTION OF MATERIALS AND EQUIPMENT

- A. Work under each Section shall include protecting the work and material of all other Sections from damage by work or workmen and shall include making good all damage thus caused.
- B. The Contractor shall be responsible for work and equipment until the facility has been accepted by the Owner. Protect work against theft, injury or damage and carefully store material and equipment received on site which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of foreign material.

- C. Work under each Section includes receiving, unloading, uncrating, storing, protecting, setting in place and completely connecting equipment supplied under each Section. Work under each Section shall also include exercising special care in handling and protecting equipment and fixtures, and shall include the cost of replacing any of the equipment and fixtures which are missing or damaged.
- D. Equipment and material stored on the job site shall be protected from the weather, vehicles, dirt and/or damage by workmen or machinery. Insure that all electrical or absorbent equipment or material is protected from moisture during storage.

1.17 ADJUSTING AND TESTING

- A. After all the equipment and accessories to be furnished are in place, they shall be put in final adjustment and subjected to such operating tests so as to assure the Engineer that they are in proper adjustment and in satisfactory, permanent operating condition.
- B. Where requested by the Engineer, a factory-trained service representative shall inspect the installation and assist in the initial startup and adjustment to the equipment. The period of these services shall be for such time as necessary to secure proper installation and adjustments. After the equipment is placed in permanent operation, the service representative shall supervise the initial operation of the equipment and instruct the personnel responsible for operation and maintenance of the equipment. The service representative shall notify the Contractor in writing, that the equipment was installed according to manufacturers recommendations and is operating as intended by the manufacturer.

1.18 CLEANING

- A. The Contractor shall thoroughly clean all equipment of all foreign substances, oils, dust, dirt, etc., inside and out before final acceptance by the Engineer.
- B. If any part of a system should be stopped or damaged by any foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary to locate and/or remove obstructions. Any work damaged in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.
- C. During the course of construction, all conduits shall be capped in an acceptable manner to insure adequate protection against the entrance of foreign matter.
- D. Upon completion of all work under the Contract, the Contractor shall remove from the premises all rubbish, debris and excess materials left over from his work.
- E. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

State Capitol Electrical Systems Modifications
 Hartford, CT
 CES Project Number 25121.02

August 18, 2006

3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces and panelboard interiors.
 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean light fixtures and lamps.
- F. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove and dispose of ALL waste materials, packaging material, skids etc. from the site and dispose of in a lawful manner in accordance with municipal, state and federal regulations.
- G. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

1.19 OPERATING AND MAINTENANCE

- A. Upon completion of all work and tests, the Contractor shall furnish the necessary skilled labor and helpers for operating his system and equipment for a period specified under each applicable Section of this Division. During this period, he shall fully instruct the Owner or the Owner's representative in the operation, adjustment and maintenance of all equipment furnished. The Contractor shall give at least seven (7) days notice to the Owner and the Engineer in advance of this period.
- B. The Contractor shall include the maintenance schedule for the principal items of equipment furnished under this Division.
- C. The Contractor shall physically demonstrate procedures for all routine maintenance of all equipment furnished under each respective Section to assure accessibility to all devices.
- D. An authorized manufacturer's representative shall attest in writing that the equipment has been properly installed prior to startup of any major equipment. The following equipment will require this inspection: emergency generator, fire alarm system, nurse call system, paging systems, etc. These letters will be bound into the operating and maintenance books.
- E. Refer to individual trade Sections for any other particular requirements related to operating instructions.
- F. Demonstration shall be recorded on VHS audio/video tape with two (2) tapes turned over to the Owner.

1.20 ACCEPTANCES

- A. The equipment, materials, workmanship, design and arrangement of all work installed under the Electrical Sections shall be subject to the review of the Engineer.
- B. Within 30 days after the awarding of a Contract, the Electrical Contractor shall submit to the Engineer, for review, a list of manufacturers of equipment proposed for the work

under the Electrical Sections. The intent to use the exact makes specified does not relieve the Contractor of the responsibility of submitting such a list.

- C. If extensive or unacceptable delivery time is expected on a particular item of equipment specified, the Contractor shall notify the Owner and Engineer, in writing, within 30 days of the awarding of the Contract. In such instances, deviations may be made pending acceptance by the Engineer or the Owner's representative.
- D. Where any specific material, process or method of construction or manufactured article is specified by reference to the catalog number of a manufacturer, the Specifications are to be used as a guide and are not intended to take precedence over the basic duty and performance specified or noted on the Drawings. In all cases, the Electrical Contractor shall verify the duty specified with the specific characteristics of the equipment offered for review. Equipment characteristics are to be used as mandatory requirements where the Contractor proposes to use an acceptable equivalent.
- E. If material or equipment is installed before it is reviewed and/or approved, the Contractor shall be liable for its removal and replacement at no extra charge to the Owner if, in the opinion of the Engineer, the material or equipment does not meet the intent of, or standard of quality implied by, the Drawings and Specifications.
- F. Failure on the part of the Engineer to reject shop drawings or to reject work in progress shall not be interpreted as acceptance of work not in conformance with the Drawings and/or Specifications. Work not in conformance with the Drawings and/or Specifications shall be corrected whenever it is discovered.

1.21 RECORD DRAWINGS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 - 3. Note related Change Order numbers where applicable.
 - 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

5. These shall be clearly marked for Record Drawings on a clean set of reproducible mylar sepias at the completion of the work and turned over to the Owner.

1.22 WARRANTIES AND BONDS

- A. The following general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties are to be included:
 1. General close-out requirements included in Section "Project Close-out."
 2. Specific requirements for warranties for the Work and products and installation that are specified to be warranted, are included in the individual Sections of Division 16.
 3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

1.23 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

- F. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.
- H. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within fifteen days of completion of that designated portion of the Work.
- I. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Engineer for approval prior to final execution.
 - 1. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- J. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- K. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 - 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.

1.24 GUARANTEES

- A. The Contractor shall guarantee all material and workmanship under these Specifications and the Contract for a period of one (1) year from the date of final acceptance by Owner. During this guarantee period, all defects developing through faulty equipment, materials or workmanship shall be corrected or replaced immediately by this Contractor without expense to the Owner. Such repairs or replacements shall be made to the Engineers satisfaction.

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

- B. Contractor shall provide name, address, and phone number of all contractors and subcontractors and associated equipment they provided

1.25 PROJECT CLOSE-OUT

- A. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
- B. Deliver tools, spare parts, extra stock, and similar items.
- C. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- D. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- E. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

END OF SECTION

SECTION 16050**BASIC ELECTRICAL MATERIALS AND METHODS****PART 1 GENERAL****1.1 GENERAL PROVISIONS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. This section applies to all sections of Division 16, "Electrical" of this project specification unless specified otherwise in the individual sections.

1.2 MATERIAL AND EQUIPMENT QUALIFICATIONS

- A. All materials and apparatus required for the work, except as otherwise specifically indicated, shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail and be so selected and arranged as to fit properly into the building spaces. Where no specific type or quality of material is given, a first-class standard article as accepted by industry standards shall be furnished.
- B. Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal quality, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size as required for this project. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer.
- C. Alternative Qualifications: Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturers' factory or laboratory tests, is furnished.
- D. Manufacturer's Nameplate: Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.3 DEMOLITION

- A. All required demolition work shall be performed by the respective electrical trades. All demolition work shall be performed in a neat and orderly fashion.
- B. Before submitting his Bid, the Contractor shall visit the site with Electrical Plans in hand, and shall inspect all existing systems to determine the extent of demolition work involved. Particular attention is drawn to the removal of existing walls or portions of existing walls. In those areas, all exposed and concealed electrical appurtenances, running across or through affected areas shall be removed as required. Branch circuits shall then be either capped, or, if required for the proper continuing operation of an existing system to remain, branch circuits shall be rerouted around the affected areas and reconnected as required.

- C. In general, it shall be the responsibility of the Contractor to remove demolished equipment, materials etc., from the site and properly dispose of it. If the Owner shall so request, however, the Contractor shall turn over demolished equipment, etc., to the Owner for the Owner's use.

1.4 CUTTING AND PATCHING

- A. Cutting and patching shall be performed under Division 16.
- B. Exercise extreme caution when core drilling or cutting openings in floor slabs to avoid cutting or damaging structural members. No structural members shall be cut without the written acceptance of the Owner and all such cutting shall be done in a manner directed by him.
- C. Upon written instructions from the Owner or Engineer, uncover and restore Work to provide for Owner/Engineer observation of concealed Work.

1.5 SCAFFOLDING, RIGGING AND HOISTING

- A. The Contractor shall furnish all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises any equipment and apparatus furnished under this Division. Remove same from premises when no longer required.

1.6 WATERPROOFING

- A. Where any work pierces waterproofing, including waterproof concrete and floors in wet areas, the method of installation shall be reviewed by the Engineer before work is done. The Contractor shall furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.

1.7 FIRESTOPPING

- A. Firestopping shall be provided for the following:
1. Penetrations through fire-resistance-rated floor and roof construction including both empty openings and openings containing cables, conduits, and other penetrating items.
 2. Penetrations through fire-resistance-rated walls and partitions including both empty openings and openings containing cables, conduits, and other penetrating items.
 3. Penetrations through smoke barriers and construction enclosing compartmentalized areas involving both empty openings and openings containing penetrating items.
 4. Penetrations at tops of fire-resistance rated walls and partitions of the following construction types:
 - a. Concrete unit masonry walls and partitions.
 - b. Gypsum board assembly walls and partitions.

B. System Performance Requirements:

1. General: Provide firestopping systems that are produced and installed to resist the spread of fire, according to requirements indicated, and the passage of smoke and other gases.
2. F-Rated Through-Penetration Firestop Systems: Provide through-penetration firestop systems with F ratings indicated, as determined per ASTM E 814, but not less than that equaling or exceeding the fire-resistance rating of the constructions penetrated.
3. T-Rated Through-Penetration Firestop Systems: Provide through-penetration firestop systems with T ratings, in addition to F ratings, as determined per ASTM E 814, where indicated and where systems protect penetrating items exposed to contact with adjacent materials in occupiable floor areas. T-rated assemblies are required where the following conditions exist:
 - a. Where firestop systems protect penetrations located outside of wall cavities.
 - b. Where firestop systems protect penetrations located outside fire-resistive shaft enclosures.
 - c. Where firestop systems protect penetrations located in construction containing doors required to have a temperature-rise rating.
 - d. Where firestop systems protect penetrating items larger than a 4 inch diameter nominal conduit or 16 sq. in. in overall cross-sectional area.
4. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.
5. For firestopping exposed to view, provide products with flame-spread values of less than 25 and smoke-developed values of less than 450, as determined per ASTM E 84.

C. Project Conditions:

1. Environmental Conditions: Do not install firestopping when ambient or substrate temperatures are outside limits permitted by firestopping manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
2. Ventilation: Ventilate firestopping per firestopping manufacturers' instructions by natural means or, where this is inadequate, forced air circulation.

D. Firestopping General:

1. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field experience.

2. Accessories: Provide components for each firestopping system that are needed to install fill. Use only components specified by the firestopping manufacturer for the designated fire-resistance-rated systems. Accessories include but are not limited to the following items:
 - a. Permanent forming/damming/backing materials including the following:
 - 1) Semirefractory fiber (mineral wool) insulation. Ceramic fiber.
 - 2) Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.
 - 3) Fire-rated formboard.
 - b. Temporary forming materials.
 - c. Substrate primers.
 - d. Collars.
 - e. Steel sleeves.
3. Applications: Provide firestopping systems composed of materials specified in this Section that comply with system performance and other requirements.

E. Fill materials for through-penetration firestop systems:

1. Intumescent, Latex Sealant: Single-component, intumescent, latex formulation.
2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Intumescent Latex Sealant:
 - 1) Metacaulk 950, The RectorSeal Corporation.
 - 2) Fire Barrier CP 25WB Caulk, 3M Fire Protection Products.
 - 3) AC-20 FTR Acoustical and Insulation Sealant, Pecora Corp.
 - 4) FIRECODE Compound, United States Gypsum Co.
 - 5) FS-One, Hilti, Inc.

F. Mixing:

1. For those products requiring mixing prior to application, comply with firestopping manufacturer's directions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce firestopping products of uniform quality with optimum performance characteristics for application indicated.

1.8 TEMPORARY OPENINGS

- A. The Contractor shall ascertain from an examination of the Drawings whether any special temporary openings in the building will be required for the admission of apparatus provided under this Division and shall notify the Owner or the Construction Manager accordingly. In the event of failure of the Contractor to give sufficient notice in time to arrange for these openings during construction, the Contractor shall assume all costs of providing such openings thereafter.

1.9 IDENTIFICATION

- A. All basic materials such as conduit, wiring, devices, etc., shall have clearly printed on the material the manufacturer's name, the material grade, gauge, thickness, type or any other pertinent data to identify and/or specify the required methods of attachment, welding, etc. Unmarked material will not be accepted.
- B. All component parts of each item of equipment or device shall bear the manufacturer's nameplate giving name of manufacturer, description, size, type, serial and model number, electrical characteristics, etc., in order to facilitate maintenance or replacement. The nameplate of a Subcontractor or distributor will not be acceptable.
- C. All material and equipment for the electrical systems shall bear the label of or be listed by UL, or other accredited authoritative agencies or testing organizations approved by the authority having jurisdiction.
- D. Each piece of apparatus under this Division shall be provided with suitable laminated plastic tags as specified in this section.

1.10 BASES AND SUPPORTS

- A. Unless otherwise specifically noted, the Contractor shall furnish all necessary supports, rails, framing, bases and piers required for all equipment furnished under this Division.
- B. Unless otherwise shown, all equipment shall be securely attached to the building structure in an acceptable manner. Attachments shall be of a strong and durable nature; any attachments that are insufficient in the opinion of the Engineer, shall be replaced as directed without extra cost to the Owner.
- C. All equipment supports shall be designed and constructed such that the equipment will be capable of resisting both vertical and horizontal movement. The equipment shall be positively anchored to the bases or supports to resist vertical movement. The equipment and its supports shall be provided with suitable restraints to resist horizontal movement from any direction as dictated by applicable seismic Codes.
- D. All equipment supports and bases shall be primed and painted.

1.11 SLEEVES, INSERTS AND ANCHOR BOLTS

- A. The Contractor shall provide, set in place and be held responsible for the location of all sleeves, inserts and anchor bolts required for the work. In the event that failure to do so requires cutting and patching of finished work, it shall be done at the Contractors expense.

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

- B. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves having an inside diameter one (1") inch larger than the outside diameter of the pipe, conduit or insulation enclosing the pipe.
- C. Penetrations through fire-rated walls, ceilings and floors (except slab on grade) in which piping or conduits pass shall be filled solidly with acceptable fire-stopping material.
- D. When ducts, piping penetrate the floor of a mechanical room located above an occupied space, such penetrations shall be made completely watertight, such that a liquid leak shall not pass through the penetration.

1.12 ACCESSIBILITY AND ACCESS PANELS

- A. Locate all equipment which must be serviced, operated or maintained in fully accessible positions. Equipment shall include, but not be limited to: motors, controllers, coils, junction boxes, switchgear, etc. Access doors shall be furnished if required for better accessibility. Minor deviations from the Drawings may be made to allow better accessibility, but changes of magnitude or which involve extra cost shall not be made without the acceptance of the Engineer.
- B. Access doors in walls, ceilings, floors, etc., shall be furnished by the appropriate Subcontractor and installed by the Contractor. It is the responsibility of the Contractor to coordinate and provide information regarding the sizes and quantities of access doors required for his work. The Contractor shall arrange his work in such a manner as to minimize the quantity of access doors required, such as grouping junction boxes in the same area. Where possible, locate junction boxes in already accessible areas, such as lay-in ceilings, etc. Minimum access door size is 6" X 6".
- C. Upon completion of the Project, the Contractor shall physically demonstrate that all equipment and devices installed have been located and/or provided with adequate access panels for repair, maintenance and/or operation. Any equipment not so furnished shall be relocated or provided with additional access panels by the installing Contractor at no additional cost to the Owner.

1.13 ESCUTCHEONS

- A. The Contractor shall provide stainless steel escutcheons on conduits wherever they pass through floors, ceilings, walls or partitions in visible locations.

1.14 PAINTING

- A. All materials shipped to the job site under this Division, such as panelboards, light fixtures, etc., shall have standard manufacturer's finish, unless otherwise specified.

1.15 CONDUIT EXPANSION

- A. All conduit connections shall be installed to allow for freedom of movement of the conduit during expansion and contraction without springing. Expansion joints with proper anchors and guides shall be provided by the Contractor where necessary and/or where shown on the Drawings. Anchors and guides shall be subject to the review of the Engineer.

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

- B. Consideration of required seismic lateral restraints shall be given when anchoring conduit and making provision for expansion.

PART 2 PRODUCTS

2.1 SECTION INCLUDES

- A. Conduit
- B. Surface Raceways
- C. Wire and Cable
- D. Boxes
- E. Cabinets and Enclosures
- F. Grounding and Bonding
- G. Supporting Devices
- H. Electrical Identification

2.2 REFERENCES

- A. Section 16010: Requirements for references and standards.
- B. NFPA 70 – The National Electrical Code.
- C. NECA – Standards for installation.
- D. NEMA – National Electrical Manufacturer's Association
- E. UL – Underwriter's Laboratory
- F. FM – Factory Mutual

2.3 SUBMITTALS

- A. Refer to Section 16010 – Requirements for submittals and substitutions.

2.4 CONDUIT

- A. CONDUIT REQUIREMENTS
 - 1. Minimum Size: 3/4 inch (21 mm) unless otherwise specified.
 - 2. Dry Locations: Use electrical metallic tubing.
- B. FLEXIBLE METAL CONDUIT
 - 1. Manufacturers:

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

- a. AFC Cable Systems
 - b. Anamet Electrical
 - c. Bay State Wire and Cable
2. Description: Interlocked steel construction.
 3. Fittings: ANSI/NEMA FB 1.

C. ELECTRICAL METALLIC TUBING (EMT)

1. Manufacturers:
 - a. Allied Tube and Conduit
 - b. Western Tube and Conduit
 - c. Wheatland Tube Company
2. Description: ANSI C80.3; galvanized tubing.
3. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel; compression or set-screw type.

2.5 SURFACE RACEWAYS

A. SURFACE METAL RACEWAYS

1. Manufacturers:
 - a. Wiremold
 - b. Hubbell
 - c. Thomas and Betts
2. Description: Sheet metal channel with fitted cover, suitable for use as surface metal raceway.
3. Size: As shown on Drawings.
4. Finish: Gray Enamel.
5. Fittings, Boxes, and Extension Rings: Furnish manufacturer's standard accessories.

2.6 WIRE AND CABLE

A. BUILDING WIRE

1. Manufacturers:

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

- a. American Wire and Cable
 - b. Triangle Wire and Cable
 - c. Southwire Company
2. Description: Single conductor insulated wire.
 3. Conductor: Copper.
- B. METAL CLAD CABLE (MC)
1. Manufacturers:
 - a. AFC Cable Systems
 - b. General Cable Company
 - c. Southwire Company
 2. Description: NFPA 70, Type MC.
 3. Conductor: Copper.
 4. Insulation Voltage Rating: 600 volts.
 5. Insulation Temperature Rating: 90 degrees C.
 6. Insulation Material: Thermoplastic.
 7. Armor Material: Aluminum.
 8. Armor Design: Interlocked metal tape.
 9. Jacket: PVC.
- C. WIRING CONNECTORS
1. Split Bolt Connectors:
 - a. Anacom Northern Wire and Cable
 - b. Burndy Corporation
 - c. Erico Incorporated
 2. Spring Wire Connectors:
 - a. Ideal Industries
 - b. Panduit Corporation

State Capitol Electrical Systems Modifications
Hartford, CT
CES Project Number 25121.02

August 18, 2006

c. IlSCO

2.7 BOXES

A. OUTLET BOXES

1. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
 - a. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.

B. PULL AND JUNCTION BOXES

1. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
2. Hinged Enclosures: As specified in this Section.

2.8 CABINETS AND ENCLOSURES

A. HINGED COVER ENCLOSURES

1. Construction: NEMA 250, Type 1 or 3R steel enclosure to match application and environment.
2. Covers: Continuous hinge, held closed by flush latch operable by screwdriver.
3. Provide interior metal panel for mounting terminal blocks and electrical components; finish with white enamel.
4. Enclosure Finish: Manufacturer's standard enamel.

B. TERMINAL BLOCKS

1. Manufacturers:
 - a. Square D
 - b. Bussman
 - c. Allen Bradley
2. Terminal Blocks: NEMA ICS 4.
3. Power Terminals: Unit construction type with closed back and tubular pressure screw connectors, rated 600 volts.
4. Signal and Control Terminals: Modular construction type, suitable for channel mounting, with tubular pressure screw connectors, rated 300 volts.
5. Provide ground bus terminal block, with each connector bonded to enclosure.

2.9 SUPPORTING DEVICES

A. PRODUCT REQUIREMENTS

1. Materials and Finishes: Corrosion resistant.
2. Select materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit, including weight of wire in conduit.
3. Anchors and Fasteners:
 - a. Concrete Structural Elements: Use expansion anchors and preset inserts.
 - b. Steel Structural Elements: Use beam clamps and spring steel clips.
 - c. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
 - d. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts and hollow wall fasteners.
 - e. Solid Masonry Walls: Use expansion anchors and preset inserts.
 - f. Sheet Metal: Use sheet metal screws.
 - g. Wood Elements: Use wood screws.

2.10 ELECTRICAL IDENTIFICATION

A. NAMEPLATES AND LABELS

1. Nameplates: Engraved three-layer laminated plastic, white letters on black background.
2. Locations:
 - a. At each electrical distribution enclosure.
3. Letter Size:
 - a. 1/8-inch (3-mm) letters for identifying individual equipment and loads.
 - b. 1/4-inch (6-mm) letters for identifying grouped equipment and loads.
4. Labels: Embossed adhesive tape, with 3/16-inch (5-mm) black letters on white background. Use only for identification of individual wall switches and receptacles, control device stations, and data receptacles.

B. WIRE MARKERS

1. Manufacturers:
 - a. Brady USA

- b. Seton Identification Products
 - c. Carlton Industries
 - d. Ideal Industries
2. Description: Cloth tape, or tubing type wire markers.
 3. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
 4. Legend:
 - a. Power and Lighting Circuits: Branch circuit or feeder number indicated.

PART 3 EXECUTION

3.1 CONDUIT INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Arrange supports to prevent misalignment during wiring installation.
- C. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- D. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- E. Fasten conduit supports to building structure and surfaces under provisions of this Section.
- F. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports
- G. Arrange conduit to maintain headroom and present neat appearance.
- H. Route conduit parallel and perpendicular to walls.
- I. Maintain adequate clearance between conduit and piping.
- J. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- K. Cut conduit square using saw or pipecutter; de-burr cut ends.
- L. Bring conduit to shoulder of fittings; fasten securely.
- M. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.

- N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control and expansion joints.
- P. Provide suitable pull string in each empty conduit except sleeves and nipples.
- Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- R. Ground and bond conduit under provisions of this Section and NFPA 70.
- S. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods under the provisions of Division 7.

3.2 SURFACE RACEWAY INSTALLATION

- A. Install Products in accordance with manufacturer's instructions.
- B. Use flat-head screws, clips, and straps to fasten raceway channel to surfaces. Mount plumb and level.
- C. Use suitable insulating bushings and inserts at connections to outlets and corner fittings.
- D. Wireway Supports: Provide steel channel as specified in this Section.
- E. Close ends of wireway and unused conduit openings.
- F. Ground and bond raceway and wireway under provisions of this Section.

3.3 WIRE AND CABLE INSTALLATION

- A. Verify that raceway installation is complete and supported.
- B. Completely and thoroughly swab raceway before installing wire.
- C. WIRING METHODS
 - 1. Concealed Dry Interior Locations: Use only building wire in conduit or metal clad cable.
 - 2. Exposed Dry Interior Locations: Use only building wire in conduit.
 - 3. Use wiring methods indicated.

3.4 INSTALLATION OF BOXES

- A. INSTALLATION
 - 1. Install boxes in accordance with NECA "Standard of Installation."

2. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
3. Maintain headroom and present neat mechanical appearance.
4. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Division 7.
5. Support boxes independently of conduit.
6. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.5 WIRE AND CABLE INSTALLATION

1. Route wire and cable as required to meet Project Conditions.
2. Install cable in accordance with the NECA "Standard of Installation."
3. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
4. Use conductor not smaller than 12 AWG for power and lighting circuits.
5. Use 10 AWG conductors for 20 ampere, 120volt branch circuits longer than 75 feet (23M).
6. Pull all conductors into raceway at same time.
7. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
8. Protect exposed cable from damage.
9. Use suitable cable fittings and connectors.
10. Neatly train and lace wiring inside boxes, equipment, and panelboards.
11. Clean conductor surfaces before installing lugs and connectors.
12. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
13. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
14. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
15. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.