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

This is NOT an order to ship.

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BID NUMBER – 2020-13</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BID DUE DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 29, 2020</td>
</tr>
<tr>
<td>3:00 PM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE ISSUED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 9, 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prepared by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Brodeur, C.P.M.</td>
</tr>
<tr>
<td>Director of Purchasing</td>
</tr>
<tr>
<td>Phone 860-832-2531</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchasing Authority:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.G.S. 10a-151b</td>
</tr>
<tr>
<td>C.G.S. 4a-52a</td>
</tr>
</tbody>
</table>

CCSU is seeking a qualified contractor to provide air filter service for CCSU’s campus air handling units in accordance with the attached specifications.

SEE PAGE 2, RESPONSE REQUIREMENTS and BID RESPONSE CHECKLIST, for important information regarding submittal of a complete bid response.

IMPORTANT NOTES:
- Return bid to the CCSU Purchasing Dept, via secure email mailbox RFP1@ccsu.edu Due by 3:00 PM on date April 29, 2020. No faxed or mailed responses will be considered.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11] _______ /_______ Initial Date
SPECIAL NOTE:

DUE TO THE DISRUPTION OF NORMAL OPERATIONS AS A RESULT OF THE COVID-19 VIRUS IT IS IMPERATIVE THAT ALL INTERESTED PARTIES MONITOR THE CCSU PURCHASING DEPARTMENT WEB SITE AT https://www.ccsu.edu/purchasing/currentBids.html FOR UPDATES ON BID DUE DATES, BID SUBMITTAL PROCESSES ETC.

While the CCSU campus remains closed, our ITS department has created a secure mailbox that you can use to submit your bids electronically. Please submit your bids to RFP1@ccsu.edu prior to 3:00 PM on April 29, 2020. That mailbox will remain ‘locked’ until that day and time. After 3:00 that day only authorized individuals from the CCSU Purchasing Department will have access to that mailbox and its contents.

Checklist for return:
[ ] This RFQ form
[ ] Attachment C (pricing page)
[ ] Confined Space Entry certification(s)
[ ] Statement of Bidder Qualification form (2 pages)
[ ] Contract Compliance Monitoring report
[ ] OPM Ethics Forms 1 and 5 and Nondiscrimination Certification
Contractor shall provide filter service to all air handling units on CCSU’s campus according to the schedule below. Filter service is defined as removing the old air filter and replacing with a new air filter, or washing and replacing, using industry standard products and procedures, washable filters.

CCSU expects to service all roof top make up air units four times a year;
CCSU expects to service all Residence Hall Room units twice a year;
CCSU expects to service all other units in administrative and academic buildings (in basements, closets, mechanical rooms etc) four times a year

The above expectations for services are approximate. Because of a variety of factors inherent to university operations, CCSU regularly takes buildings, floors or rooms off-line for renovation work. The approximate service schedule and the design of the price sheet are intended to allow CCSU maximum flexibility when requesting service. CCSU reserves the right to schedule filter services on an as needed basis.

All Fan Coil Units (FCU) are to use poly filters. All Air Handling Units (AHU) are to use MERV 8 rated filters.

CCSU and the contractor shall agree to work in good faith if and when major changes in university operations occur (i.e. a new building comes online) or when other changes occur that may call for an increase or decrease in service costs (i.e. change in filter type due to a new HVAC system).

Contractor shall comply with all applicable federal, state and municipal laws, ordinances, building, and construction codes. Contractor and its employees shall acquire and possess all required permits and licenses. Contractor shall be responsible for the payment of all fees associated with these permits, licenses and inspections.

Contractor will provide at no additional cost all tools, supplies and equipment necessary to complete all jobs assigned. An aerial lift is not required however some areas require an 8 foot ladder.

Contractor shall mark clearly with a permanent marker (i.e. Sharpie) every filter installed under this contract with the date of installation.

Contractor shall wash and clean all washable filters, using industry standard products and procedures, and mark clearly each cleaned filter with a permanent marker (i.e. Sharpie) with the latest date of cleaning.

Contractor shall maintain an adequate stock of filters at their own facility to service this contract. At no time shall stock or extra filters be stored at CCSU, in closets, machine rooms, hallways or staircases.
Contractor will be able to dispose of air filters in CCSU dumpsters.
It will be the responsibility of the contractor to submit an annual filter service maintenance program to the University within 30 days of execution date of final contract.

Filter service maintenance information shall be submitted for all equipment that is attached to the filter list within this scope of work. The intent of this contract is to include all HVAC systems on campus. Every effort has been made to include an accurate filter list within these specifications. In the event the contractor that is awarded this contract, discovers a system that has not been included in a building, the contractor is to submit a proposal adding such systems. This process shall also be included to new systems added while this contract is in effect.

These services shall be performed by a Licensed Mechanic holding a current D or S license.

Attachment B is a list of all filters, listed by building, location and type.
Attachment C is the pricing list associated with this RFQ.
SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:00 p.m., E.S.T., on April 20, 2020. Any answers, clarifications or corrections that change the scope of this RFQ will be issued as an addendum.

ADDENDA TO THIS RFQ

CCSU may need to issue one or more addenda related to this RFQ. Such addenda shall be posted at http://www.ccsu.edu/purchasing/currentBids.html. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the website and visit it regularly during the RFP process for updated information or addenda related to this RFQ.

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

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

HISTORICAL DATA

As historical information on usage or needs, CCSU spent roughly the following on appliance repair services over the past several fiscal years. This information is provided for reference ONLY and is NOT a guarantee of future needs or obligations.

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2017 – 6/30/2018</td>
<td>$44,310</td>
</tr>
<tr>
<td>7/1/2018 – 6/30/2019</td>
<td>$44,310</td>
</tr>
<tr>
<td>7/1/2019 – to date</td>
<td>$35,975</td>
</tr>
</tbody>
</table>

CONTRACT

CCSU shall enter into a Contract with the awarded contractor for the services described herein. Purchase Orders issued by CCSU’s Purchasing Office shall be issued for annual service needs or on an as-needed basis once a contract has been executed. No work is to be done prior to receiving a valid, signed Purchase Order.

All provisions of this Request for Proposal and the successful proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). This Request for Proposal and the successful proposal will constitute the fundamental outline of the awarded contract.

A sample draft of the anticipated award contract is included here as Attachment A, Contract Draft. This draft is provided for information ONLY. Final award contract will be subject to the terms of this RFP, the awarded company’s proposal and subsequent negotiations.

CONTRACT TERM

This contract will be for a period of three (3) years, from July 1, 2020 – June 30, 2023.
CONTRACT EXTENSION

The contract resulting from this bid activity may be made available to the constituent units of the state system of public higher education, subject to the approval of the Contractor.

Any subsequent contract arising from this RFQ may also be extended to participating members of the Connecticut Colleges Purchasing Group (CCPG), upon approval of the Attorney General’s office. The use of this award is voluntary and contingent upon acceptance by the Contractor.

PAYMENT CLAUSE

Section 3-117 of the General Statutes of the State of Connecticut prohibits any state agency from making prepayment for repair or maintenance services.

The contractor shall invoice Central Connecticut State University for each repair made as soon as the specified job has been completed. Monthly-accumulated bills will not be allowed. Each bill will be paid on a per work order basis as each job is completed. Invoices shall be submitted directly to CCSU Accounts Payable at ap@ccsu.edu. If you wish to receive payment in the form of Direct Deposit or ACH Payment, please complete and submit the form from the link below:

THIRD PARTY OR OEM REPAIRS

There may be occasions when equipment or systems require the work or intervention of third party or OEM personnel. Include with your RFQ response a percentage mark-up over third party or OEM invoices for such work. CCSU reserves the right to request copies of such invoices for auditing purposes. CCSU reserves the right to contract directly with OEM service providers if it is deemed to be in the best interests of CCSU.

Note that the use of third party or OEM personnel is NOT considered subcontracting. There will be no subcontracting allowed under this contract. In the event of emergencies, the Contractor will request, in writing, to the Agency Representative, permission before any subcontractors are permitted to work on campus. Violations of this agreement will automatically cancel said contract.

CONFINED SPACE ENTRY REQUIREMENTS

Some HVAC work on campus may involve working in confined spaces in and around buildings. The awarded contractor shall have available personnel that are properly certified in Confined Space Entry. Contractor must have access to their own safety related equipment for confined space entry, and all other PPE required for each specific job.

As part of the RFQ response contractor shall provide proof that contractor has in their employ necessary personnel who are trained and certified in Permit Required Confined Space Entry in accordance with OSHA standards.

Awarded contractor shall maintain certified Confined Space Entry personnel and shall provide proof of certification upon request of CCSU.

Contractor will be required to follow all applicable safety work practices in accordance to OSHA and CONN OSHA.

SAFETY

The Contractor is reminded that all work will be carried out on a busy university campus. Safety is of utmost importance. The Contractor shall conduct all operations in a safe manner and shall comply with all pertinent local, state and federal safety regulations and with whatever requirements deemed necessary by the Agency Representative, by CCSU Public Safety or by CCSU Fire Safety to protect the health, safety and well-being of the university community. Safety precautions must be taken at all times to prevent the possibility of injury to pedestrians.
DISPOSAL OF OLD PARTS AND SUPPLIES

The contractor shall be responsible for disposing of all replaced parts, supplies, debris etc in accordance with all applicable federal, state and local laws. Where possible, contractor shall recycle electronics, lights, batteries and other items with a local, properly licensed recycling center in order to promote CCSU’s Environmental Sustainability initiative. Provide information in the appropriate section on the General Information About The Company sheet.

PAYMENT CLAUSE

Section 3-117 of the General Statutes of the State of Connecticut prohibits any state agency from making prepayment for repair or maintenance services. The contractor shall invoice CCSU for each repair made as soon as the specified job has been completed. Monthly accumulated bills will not be allowed. Each bill will be paid on a per work order basis as each job is completed.

STANDARD WAGE RATES

This contract shall be subject to Connecticut General Statutes § 31-57f regarding Standard Wage Rates for Certain Service Workers. During the contract term, rates may change only as a result of increases in Standard Wage Rates.

For any month in which work is performed under said contract, contractor shall submit to the agency a certified payroll and compliance statement on Dept of Labor form FOW-CP1 (per PA 93-392).

TRAVEL TIME

At no time during the contract shall contractor invoice the University for travel time costs or normal delivery costs. Invoices will only be paid for hours spent on the job. If the University is closed due to an emergency or weather the testing day will be rescheduled without cost to the University.

WORK SCHEDULE/HOLIDAYS

The work schedule will be defined as Monday-Friday 8:00am-4:00pm. The campus shall be closed on Holiday. Holidays shall be defined as New Year’s Day, Independence Day, Thanksgiving Day and Christmas Day. The university shall provide on escort for student rooms in residence halls and professors’ offices.

EMPLOYEE STANDARDS OF CONDUCT

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

1. Use or possession of drugs or alcohol;
2. Possession of firearms;
3. Smoking in Agency buildings;
4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;
14. Loud, vulgar behavior or the use of profanity;
The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.

**CCSU ENVIRONMENTAL, SAFETY AND HYGIENE STATEMENT**

Contractor is expected to understand and follow all CCSU Environmental, Safety and Hygiene policies. The contractor is expected to meet with the CCSU ES&H Department prior to commencing work or as required by the CCSU ES&H Department.

**APPLICABLE LAW**

The terms and provisions of this RFQ, and any ensuing Contract shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The awarded Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

**EXECUTIVE ORDERS**

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**ENVIRONMENTAL SUSTAINABILITY**

The contractor shall be responsible for disposing of his own regulated materials and all replaced parts, supplies, debris etc. in accordance with all applicable federal, state and local laws. Where possible, contractor shall promote recycling, and properly label and containerize all waste in order to promote CCSU’s Environmental Sustainability initiative and conform to the Universal waste regulations.

**NONDISCRIMINATION STATEMENT**

Central Connecticut State University is an affirmative action equal opportunity institution. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law.
ENVIRONMENTAL HEALTH AND SAFETY PROCEDURES AND REQUIREMENTS

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

A. All workers need to be experienced and OSHA safety trained in their specific job duties or trades.

B. A job hazard analysis must be completed in writing by the contractor utilizing administrative, engineering and personal protective controls.

C. A safety plan must be submitted for approval to the CCSU EH&S, including all Material Safety Data Sheets along with OSHA 10 and all other document-required trainings, i.e. scaffolds, confined space, lift truck, tow motor, etc.

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

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

D. A hot work permit must be obtained prior to any hot work. Contact EH&S for written permission.

E. If any work will block or alter a response of Emergency Apparatus, (fire, police or medical) the contractor must gain approval from the CCSU EH&S in advance.

F. Contractor are NOT ALLOWED to tamper or disable any fire detection/protection device without the written permission of the CCSU EH&S. This includes physically covering a device.

G. Contractor must provide to EH&S a list of emergency contact numbers during work and off hours.

H. Contractor assumes responsibility for site safety at all times. If any student or staff enters into a work zone without being signed onto the safety plan or not wearing the correct personal protective equipment, work must be stopped and the situation corrected.

I. Contractor assumes responsibility for securing the site or any hazards upon completion of work both at lunch and end of day.

J. Contractor is required to secure and provide a “CALL BEFORE YOU DIG” permit if digging any holes by mechanical means, and only after an acceptable layout has been done.

K. All contractor injuries must report to the CCSU EH&S within 1 hour of the injury. A written report, photos and method changes will be required before the job re-starts.

L. Contractors doing work on off hours (Monday thru Friday 8:00 am to 4:00 pm) must sign in and out with the university Police Department whenever there is no project manager, CCSU contract administrator or EH&S professional available.

M. The project managers will perform job site inspections daily or as needed with the project contact person.

N. Any changes to work plans or documents require reporting to CCSU EH&S

O. Unless specifically required for the project at hand, use of campus sidewalks by contractor vehicles is restricted to emergencies only and needs prior approval by EH&S or the University Police. All vehicles on campus sidewalks shall follow these rules of operation:
   • Vehicle speed shall not exceed 5 mph
   • Vehicle shall turn on flashers and headlights at all times
   • Driver and passenger(s) shall wear seatbelts whenever the vehicle is in motion
   • Contractor shall provide a ground man for larger vehicles and or while backing up

P. No work by a contractor or sub will start without first contacting the office of Environmental Health and Safety unless it has immediate impact to student/staff safety or is emergency response related. All off hour injuries, near miss, and other incidents require immediate contact even in off hours. CCSU Office of Environmental Health and Safety contact information:
Karen Mishbach  860-832-2499, email: karen.misbach@ccsu.edu
Terrence Ferrarotti  D- 860-832-2386 email: ferrarottitep@ccsu.edu
CCSU Police Department 860-832-2375
STATEMENT OF BIDDER'S QUALIFICATIONS

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

BIDDERS NAME: ________________________________

ADDRESS: ____________________________________

Number of Years Company has been engaged in business under this Name: ______ years

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

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>________</td>
</tr>
<tr>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>________</td>
</tr>
<tr>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
<td>________</td>
</tr>
</tbody>
</table>

List other names your company goes by: ________________________________

Company Name and Address          Telephone No.      Dollar Value

1. ________________________      _____________     ____________
   __________________________

2. ________________________      _____________     ____________
   __________________________

3. ________________________      _____________     ____________
   __________________________

4. ________________________      _____________     ____________
   __________________________

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

1. __________________________
2. __________________________
3. __________________________
4. __________________________
GENERAL INFORMATION ABOUT THE COMPANY CCSU RFQ 2020-21

COMPANY NAME:_________________________

Number of Employees: Full Time:_________ Part Time:_________

Total Asset Value:______________

Equipment Asset Value:______________

OWNER/OPERATOR:______PARTNERSHIP:______CORPORATION______

Is your company registered with the Office of the Connecticut Secretary of State? YES______NO______ Registration Date; available.______

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

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

(PLEASE ATTACH AN ADDITIONAL SHEET IF NECESSARY)

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

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

____________________________  ____________________________
Signature Date

____________________________
Title

END OF DOCUMENT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS (rev 09/17/07)

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

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

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

(a) the bidder’s success in implementing an affirmative action plan;

(b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;

(c) the bidder’s promise to develop and implement a successful affirmative action plan;

(d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

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

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
### PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
<th>City &amp; State</th>
<th>Chief Executive</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Bidder Federal Employer Identification Number</th>
<th>Or</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidder Identification (response optional/definitions on page 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Bidder is a small contractor. Yes__ No__</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(If yes, check ownership category)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>. Bidder is certified as above by State of CT Yes__ No__</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Parent Company (If any)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other Locations in Ct. (If any)</th>
</tr>
</thead>
</table>

### PART II - Bidder Nondiscrimination Policies and Procedures

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

### Part III - Bidder Subcontracting Practices

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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PLEASE COMPLETE REVERSE SIDE
## PART IV - Bidder Employment Information

Date:

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business &amp; Financial Ops</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Occupations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Specialists</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture/Engineering</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office &amp; Admin Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction &amp; Extraction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation, Maintenance &amp; Repair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material Moving Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Production Occupations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total One Year Ago</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)**

Apprentices

Trainees

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

## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Arrest Record</td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification

3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination

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

(Signature) | (Title) | (Date Signed) | (Telephone)
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy’s Executive Order 49

INSTRUCTIONS:
Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:  
☐ Initial Certification  ☐ 12 Month Anniversary Update (Multi-year contracts only.)  
☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) “Contract” means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3) “Contractor” means the person, firm or corporation named as the contractor below;
4) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
6) “Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.
CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lawful Campaign Contributions to Candidates for the General Assembly:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Printed Contractor Name ______________________________ Printed Name of Authorized Official ______________________________

Signature of Authorized Official ______________________________

Subscribed and acknowledged before me this _____ day of ______________________, 20____.

Commissioner of the Superior Court (or Notary Public) ______________________________

My Commission Expires ______________________________
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:
If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:**  [ Number of Affidavits Sworn and Subscribed On This Day: _____ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>Description of Services Provided:</td>
<td></td>
</tr>
</tbody>
</table>

Is the consultant a former State employee or former public official?  □ YES  □ NO

If YES:

- Name of Former State Agency
- Termination Date of Employment

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

<table>
<thead>
<tr>
<th>Printed Name of Bidder or Vendor</th>
<th>Signature of Chief Official or Individual</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name (of above)</td>
<td>Awarding State Agency</td>
<td></td>
</tr>
</tbody>
</table>

Sworn and subscribed before me on this ______ day of ____________, 20__.

________________________________________
Commissioner of the Superior Court
or Notary Public

My Commission Expires
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended

INSTRUCTIONS:
For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _______________________________ of _______________________________ , an entity

Signatory’s Title Name of Entity

duly formed and existing under the laws of _______________________________.

Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

________________________ Name of Entity __________________________ Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of __________, 20___.

________________________
Commissioner of the Superior Court/ Notary Public

Commission Expiration Date
THIS PAGE
HAS BEEN LEFT BLANK
INTENTIONALLY
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties - Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”
“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

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