REQUEST FOR QUOTATION

This is NOT an order to ship.

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

---

| VENDOR NAME | __________________________________________________________________________________ |
| ADDRESS | __________________________________________________________________________________ |

**BID NUMBER –**

2020-18

---

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

**SIGNED (for Agency)**

**Thomas Brodeur**

Prepared by: Thomas Brodeur
Purchasing Department
Phone 860-832-2531

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

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CCSU is seeking a qualified contractor to provide preventative maintenance and repair service on CCSU’S Energy Center equipment and auxiliary systems on an “as needed” basis in accordance with the attached specifications.

Return bid to the CCSU Purchasing Department Davidson Hall room 22802 by 3:00 PM on March 5, 2020* in a sealed envelope marked: Sealed Bid 2020-18

* Note that in the event of university closing or early dismissal due to inclement weather, Bids will be due at 3:00 PM on the next business day. Call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.

Checklist for return:
[ ] This RFQ form
[ ] Page 3 (pricing page)
[ ] Confined Space Entry certification(s)
[ ] Statement of Bidder Qualification form (page 11)
[ ] References (page 13)
[ ] Contract Compliance Monitoring report
[ ] OPM Ethics Forms 1 and 5 and Nondiscrimination Certification

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

---

Vendor Authorized Signature __________________________________________________________________________________ Date __________
Printed Name __________________________________________________________________________________
Email Address __________________________________________________________________________________
Telephone and Extension __________________________________________________________________________________
FEIN __________________________________________________________________________________ Cash Discount Payment Terms ____% ____days, Net 30

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CCSU RFQ 2020-18
Pricing Page

Labor:
NOTE: normal hours will be 8:00AM – 4:00PM M-F

Normal hours, General Maintenance Worker
Overtime
$______________
Holidays *
$______________

Normal hours, HVAC Technician with S-1 or S-2 license, EPA Certifications, and Liebert Certifications
Overtime
$______________
Holidays*
$______________

Normal hours, Plumber, Maintenance
Overtime
$______________
Holidays*
$______________

Normal hours, Electrician, Maintenance
Overtime
$______________
Holidays*
$______________

Normal hours, Pipefitter, Maintenance
Overtime
$______________
Holidays*
$______________

Normal hours, Welder
Overtime
$______________
Holidays*
$______________

Normal hours, Sheet Metal Fabricator
Overtime
$______________
Holidays*
$______________

Equipment:
Hourly rate for Truck Mounted Air Compressor
$______________
Hourly rate for Truck Mounted Welder
$______________
Hourly rate for Lift Gate Mounted Trucks
$______________

Materials:
Markup over documented invoice
______________%

* Holidays are defined as New Year’s Day, Independence Day, Thanksgiving Day and Christmas Day

Company Name ________________________________________________________

Authorized Signature ____________________________________________________

Title _________________________________________________________________
CCSU RFQ 2020-18
CCSU ENERGY CENTER EQUIPMENT AND CAMPUS WIDE AUXILIARY SYSTEMS PREVENTIVE MAINTENANCE, AND REPAIR SERVICE CONTRACT

DESCRIPTION AND SPECIFICATIONS/QUALIFICATIONS

SCOPES OF WORK

The contractor agrees to provide all parts, labor, equipment and supplies necessary to provide preventive maintenance, and repair service to all of the equipment and auxiliary systems listed herein on an as-needed basis.

Equipment listed but not limited to:

i. boiler vessels,
ii. boiler tube repairs,
iii. boiler refractory work,
iv. boiler cleanings fire side/water side,
v. natural gas water heaters,
vi. Energy Center and campus wide steam, and condensate system,
vii. deaerator feed tank systems,
viii. condensate tank systems,
ix. campus wide heat exchangers,
x. ventilation fan system (located mid tunnel),
xi. Energy Center pumps and motors,
xii. heat recovery steam generators,
xiii. cooling tower system (located outside the Energy Center),
xiv. plate and frame heat exchangers,
xv. tube and shell heat exchangers,
xvi. motorized valves,
xvii. hand valves,
xviii. pressure reducing valve stations,
xix. pneumatic valves and controls,
xx. campus cooling water system,
xxi. entire chilled water system (excluding two 1500 ton chillers located in the Energy Center),
xxii. sand filter system,
xxiii. water softener system,
xxiv. quenching system,
xxv. generator combustion air and generator room air steam coils,
xxvi. pneumatic control air system,
xxvii. boiler combustion air steam coils,
xxviii. natural gas system,
xxix. #2 fuel oil system,
xxx. Energy Center variable frequency drives,
xxxii. piping systems and pipe welding systems

SITE VISITS

To schedule a site visit please contact Rene Karas at 860-832-3387. No questions or clarifications related to specifications or performance requirements will be answered at that time. See next section regarding submission of questions.
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., February 25, 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 and at https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the websites and visit them regularly during the RFQ process for updated information or addenda related to this RFQ.

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

This process is intended to ensure that all vendors have equal access to information relative to this 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 these 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>8/18/2017 – 6/30/2018</td>
<td>$128,810</td>
</tr>
<tr>
<td>7/1/2018 – 6/30/2019</td>
<td>$111,318</td>
</tr>
<tr>
<td>7/1/2019 – to date</td>
<td>$99,633</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.

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 the period from date of contract execution through June 30, 2023.

DIRECT DEPOSIT PAYMENT OPTION

If you prefer to be paid via direct deposit versus a mailed paper check, please complete and return with your bid response a CCSU Direct Deposit ACH Payment form which can be found here – https://www.ccsu.edu/fiscalaffairs/Direct%20Deposit%20and%20ACH%20Payment%20Enrollment%20Form.pdf
EQUIPMENT AND TOOLS
Contractor will provide at no additional cost all tools, supplies and equipment necessary to complete all jobs assigned. The only acceptable charges on invoices will be hourly rates, parts installed at the University and specialty equipment as outlined in this contract.

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.

SERVICE TECHNICIANS
All work related to this contract shall be performed by licensed technicians within the trade of work being performed, or under the direct supervision of a licensed technician within the trade of work being performed. It will be the responsibility of the contractor to provide a list of personnel within the company who are licensed and will be working under this contract agreement. List of licensed personnel shall be submitted with the bid package.

HVAC Technician(s) must hold current S-1 or S-2 license, EPA Certifications, and Liebert Certification.

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.

SPECIAL CONTRACT PROVISIONS

CONFINED SPACE ENTRY PERMIT REQUIRED -
Contractor may be required to work in confined spaces in buildings on campus. Contractor must have personnel that are properly certified in confined space entry. In the event that confined space entry is required, Contractor must coordinate this work with the Agency Representative and the Facilities Management Confined Space Coordinator.

JOB SITE REPORTING
Contractor will be called in or scheduled for preventative maintenance or repairs by CCSU. When contractor arrives on campus, the service personnel will be required to sign in on the Master Log located at CCSU’s Energy Center building. When the service personnel are completed with a specific job, they are to sign out on the Master Log located at CCSU’s Energy Center building. All invoice hours will be matched and paid in accordance to the master log located in CCSU’s Energy Center. Invoices will only be paid for hours spent on the job and shall not include travel time.

EMERGENCY SERVICE CALLS
Emergency service rendered under this contract shall be available continually on a 24-hour per day basis, 365 days a year. Twenty four hour emergency service capability shall include “answering service” response system. Home telephone
numbers or recording devices are unacceptable in lieu of answering service capability. Response to emergency calls from CCSU shall be within 2 (two) hours of receiving call.

SAFETY

Precaution shall be exercised at all times for the protection of persons and property.

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.

APPLICABLE LAWS, PERMITS

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.

Contractor shall obtain and maintain in full force and effect all required licenses, permits and authorizations necessary to perform waste removal services in the State of Connecticut. The contractor shall provide CCSU with evidence of such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall be the responsibility of the contractor.

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, hourly rates may change only as a result of increases in Standard Wage Rates.

Bidder shall consider the following Occupational Titles, as listed in the Department of Labor wages rates schedule, as corresponding to the position titles required by CCSU. Wages paid to any employee in the following categories for work performed under the resulting contract shall be equal to the wages specified in the Standard Wage Rates schedule.

- General Maintenance Worker
- Plumber, Maintenance
- Electrician, Maintenance
- Pipe fitter, Maintenance
- Welder

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 WWS-CP1

EMPLOYEE QUALIFICATIONS

Contractor shall employ only those individuals who possess a command of the English Language sufficient to permit dialogue with CCSU personnel. This minimum language competency is essential to permit discussion of CCSU concerns and requirements and to understand the proper instructions in all situations.
All employees and agents of the Contractor shall be subject to the jurisdiction of the representative while performing services on CCSU property. Each employee must comply with the "Standards of Conduct" applicable to all employees of CCSU, the standards of which standards are listed below. CCSU reserves the right to dismiss any employee of the Contractor who violates these standards of conduct or who exhibits other conduct deemed inappropriate by CCSU.

CCSU will provide pictured ID badges. Employees shall wear ID badges at all times while performing services under this contract.

**EMPLOYEE STANDARDS OF CONDUCT**

In order to insure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement

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

Professional Standards: In rendering services under this Agreement, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Contractor agrees to provide to CCSU in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of CCSU, such services as CCSU requests, provided in the Agreement.

Violation of Standards: Contractor will require its employees to comply with the standards listed above. The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed above, or in violation of any law or standards adopted by the Agency from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the Agency, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

**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 work place environment for its students, faculty, staff and contractors. The following procedures have been put into place for all contractors to follow with all work both routine and emergency. Failure to comply will lead to job stoppage, employee suspension or removal and possible loss of contract work.

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

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

C. A safety plan must be submitted for approval to the CCSU EH&S, including all Safety Data Sheets along with OSHA 10 and all other document-required trainings or certifications, 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 (outside of 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 Misbach  860-832-2499, email: karen.misbach@ccsu.edu
Terrence Ferrarotti  860-832-2386, email: ferrarottitep@ccsu.edu
CCSU Police Department  860-832-2375
STATEMENT OF BIDDER'S QUALIFICATIONS

RETURN WITH BID RESPONSE

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:

ADDRESS:

Number of Employees: Full Time: _______ Part Time: _______

Is your company registered with the Office of the CT Secretary of State? YES___ NO___

Number of year’s company has been engaged in business under this name: __________years

List other names your company goes by:______________________________________

CCSU is a 24/7/365 operation and is responsible for the safety and welfare of its students, faculty and staff. Describe your company’s ability to respond to emergencies, including time of response, ability to have adequately trained people on campus, and ability to rectify various situations. Attach separate sheet if necessary.

___________________________________________________________________________________

_____________________________________________________________________________________________

List any relevant certifications, Licenses, Registrations, etc., which qualify your company to meet the requirements of this bid. Attach separate sheet or copies of certifications, licenses etc as 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, Title                                    Date
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Appendix I. REFERENCES

Provide contact information from five institutions where your organization has provided current (within the past five years) services similar to those described herein.

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

Please include name, title, telephone number and e-mail address of a contact person at each institution. Include term of service (i.e. July 2011 – June 2015)

<table>
<thead>
<tr>
<th>References:</th>
<th>Institution</th>
<th>Contact</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
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<td>____________</td>
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</tr>
<tr>
<td>E-mail:</td>
<td>______________________</td>
<td></td>
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</tr>
<tr>
<td>Service Period:</td>
<td>______________________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Reference #2 | ____________ | ____________ | ____________ |
| E-mail: | ______________________ |
| Service Period: | ______________________ |

| Reference #3 | ____________ | ____________ | ____________ |
| E-mail: | ______________________ |
| Service Period: | ______________________ |

| Reference #4 | ____________ | ____________ | ____________ |
| E-mail: | ______________________ |
| Service Period: | ______________________ |

| Reference #5 | ____________ | ____________ | ____________ |
| E-mail: | ______________________ |
| Service Period: | ______________________ |
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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-81(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.
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)  

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
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<tr>
<th>City &amp; State</th>
<th>Chief Executive</th>
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<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Bidder Federal Employer Identification Number ________________________________</th>
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<tbody>
<tr>
<td></td>
<td>Or Social Security Number ____________________________________________________</td>
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<table>
<thead>
<tr>
<th>Bidder Identification</th>
<th>(response optional/definitions on page 1)</th>
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<tbody>
<tr>
<td></td>
<td>- Bidder is a small contractor. Yes__ No__</td>
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<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
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<tr>
<td></td>
<td>(If yes, check ownership category)</td>
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<tr>
<td></td>
<td>Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
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<tr>
<th>Bidder Parent Company (If any)</th>
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<tr>
<th>Other Locations in Ct. (If any)</th>
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**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__

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__

6. Does your company have a collective bargaining agreement with workers? Yes__ No__

6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__

6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__

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__

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__

9. Does your company have a mandatory retirement age for all employees? 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__

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__

12. Does your company have a written affirmative action Plan? 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

<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>
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<td>Male</td>
<td>Female</td>
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<td>Management</td>
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<td>Business &amp; Financial Ops</td>
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<td>Marketing &amp; Sales</td>
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<td>Legal Occupations</td>
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<td>Computer Specialists</td>
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<td>Architecture/Engineering</td>
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<td>Office &amp; Admin Support</td>
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<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<td>Construction &amp; Extraction</td>
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<td>Installation , Maintenance &amp; Repair</td>
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<td>Material Moving Workers</td>
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<td>Production Occupations</td>
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<td>TOTALS ABOVE</td>
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<td>Total One Year Ago</td>
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**FORMAL ON THE JOB TRAINEES**

- 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)

   - State Employment Service
   - Private Employment Agencies
   - Schools and Colleges
   - Newspaper Advertisement
   - Walk Ins
   - Present Employees
   - Labor Organizations
   - Minority/Community Organizations
   - Others (please identify)

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

   - Work Experience
   - Ability to speak or write English
   - Written Tests
   - High School Diploma
   - College Degree
   - Union Membership
   - Personal Recommendation
   - Height or Weight
   - Car Ownership
   - Arrest Record

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.

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date Signed)</th>
<th>(Telephone)</th>
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STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more 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 its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3) “Contractor” means the person, firm or corporation named as the contractor below;
4) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
6) “Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

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

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Lawful Campaign Contributions to Candidates for the General Assembly:

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

Description of Services Provided: ___________________________________________________________

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

If YES:

| Name of Former State Agency | Termination Date of Employment |

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

Printed Name of Bidder or Vendor | Signature of Chief Official or Individual | Date |
Printed Name of Above | Awarding State Agency | 

Sworn and subscribed before me on this _______ day of ____________, 20____.

Commissioner of the Superior Court or Notary Public

My Commission Expires
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INTENTIONALLY
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 duly formed and existing under the laws of ______________________.

Name of Entity

Name of State or Commonwealth

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

_________________________ and that ______________________

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
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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 (6) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**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 principal 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/seece. Click on the link to “Lobbyist/Contractor Limitations.”
### DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entity 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 entity 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 percent 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 a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who is the highest officer or governing body member, (iv) an officer of any state contractor or prospective state contractor, which is a business entity, or (v) any other person who has managerial or discretionary responsibilities with respect to a 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 of services or agreements or contracts having a value of one hundred thousand dollars or more, or any other service whose value is more than $50,000 on a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, materials, supplies, equipment or any item 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) the licensing, manufacture, or sale of any state or quasi-public agency that is not exclusively locally 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 approved 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 fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on a committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or handling 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 157 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 March 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 entity 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 percent 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 a business entity, or if a subcontractor has no such officer, then the officer who is the highest officer or governing body member, (iv) an officer of any subcontractor, which is a business entity, or (v) any other person who has managerial or discretionary responsibilities with respect to a subcontractor.
Standard Terms and Conditions

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

1. “Contract” shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.

2. “CSU” shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.

3. “Person” shall mean an individual, partnership, corporation or other business entity, as the context requires.

4. “Proposal” shall mean a response to a request for proposal, request for bid, or request for quotation.

5. “Proposer” shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.

6. “RFP” shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS
A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.

2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.

3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.

4. All responses to the RFP shall be and remain the sole property of CSU.

5. Each proposer shall bear all costs associated with proposer’s response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer’s expense.

6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.

7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.

2. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.

3. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.

4. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.

5. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal’s signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.

6. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.

7. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer’s primary response to the RFP.

8. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.

9. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer’s submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU’s solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer’s proposal.

10. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments.
III. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
2. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
3. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
4. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
5. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
6. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
7. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor’s obligations under the contract to a subcontractor shall require the prior written approval of CSU.
8. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.

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