

**REQUEST FOR PROPOSAL**  
**for**  
**CONSTRUCTION SERVICES**

**HVAC Mini-Split Project**

**Putnam Elementary  
School**

**33 Wicker Street  
Putnam, CT 06260**

**JULY 31, 2024**

**TABLE OF CONTENTS**

Introduction..... 1

1.0 General.....2

2.0 Scope of Services.....3

3.0 Invoicing and Payment .....4

4.0 Documentation .....4

5.0 Project Schedule .....5

6.0 Pricing .....5

7.0 Responses to Request for Proposal .....6

8.0 List of Drawings ..... 7

9.0 Checklist and Evaluation ..... 8

Insurance and Bid Bond Requirements .....9

Appendix A

10.0 Bid Form.....11

11.0 AIA A701-Instructions to Bidders.....1

12.0 AIA A305-Bidder Qualifications.....1

Appendix B

Supplemental General Requirements.....33

## **INTRODUCTION**

The Building Committee for the Town of Putnam requests construction services from an HVAC contractor for an HVAC Mini-Split project at Putnam Elementary School. The selected Firm will be working with the committee to upgrade and install HVAC mini-split at Putnam Elementary School per the mechanical, electrical and plumbing design drawings provided.

The Town of Putnam and its Agencies and Commissions are Affirmative Action – Equal Opportunity employers. Respondents to the request for proposal agree and warrant that in the performance of the work on these projects, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability. Respondents agree to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning employment practices and procedures.

Steven Rioux  
Superintendent of Schools

Norman Seney  
Mayor, Town of Putnam

## **1.0 General**

- 1.1** The Building Committee is accepting proposals from HVAC installation firms (hereinafter referred to as the "Firm") to install mini-split units at Putnam Elementary School.
- 1.2** The project includes installation of 48 HVAC mini-split units.
- 1.3** The Firm will have demonstrated experience in compliance with the State of Connecticut statutory and regulatory school construction projects that are grant funded.
- 1.4** The Firm shall obtain and maintain, at the Firm's expense, Professional Liability Insurance as indicated in the Insurance Requirements document.
- 1.5** The Firm shall adhere to the insurance requirements for both the Town of Putnam and the Putnam Board of Education. Please see the attached Insurance Requirements document.
- 1.6** The Building Committee will evaluate each Firm's proposal based upon all of the information provided in **Section 9.0 Checklist and AIA Form A305** and intends to award the proposal to the lowest responsible qualified Firm. The committee may waive this provision for good cause if the total proposal is less than \$20,000.
- 1.7** The Building Committee reserves the right to reject any and all proposals and to waive any informalities in the process. It shall be understood that the award made by the Building Committee shall be final and conclusive and without recourse or appeal by the remaining Firms.



## **2.0 Scope of Services**

The Building Committee for the Town of Putnam is requesting proposals from vendors to provide all materials, equipment and labor for installation of 44 HVAC mini-split units for the classrooms and 4 HVAC mini-split units for the gymnasium of Putnam Elementary School.

### **2.1 Project objective and scope**

Installation of 48 HVAC mini-split air conditioning units, including providing all materials, equipment and labor for the installation.

### **2.2 Permit**

The Contractor is responsible for obtaining any necessary permits and paying all associated fees prior to the start of work. The Contractor shall also be responsible for ensuring that necessary inspections are scheduled and are completely satisfactorily.

### **2.3 Project Cleanliness**

A. Contractor is responsible for keeping the jobsite in neat and orderly condition during construction progress. The building interior and exterior shall be broom clean at the end of each working day.

B. Contractor is responsible for waste and rubbish removal during construction.

C. The building shall receive a final thorough cleaning prior to completion.

D. The Contractor shall guarantee their work and the work of all subcontractors for a period of time to be agreed upon by the Contractor and the Town.

E. The Contractor shall repair all the damages caused by construction.

F. Representatives of the Contractor and the Town shall participate in a final site visit upon completion of the work.

### **2.4 Perform all investigative work necessary to establish existing conditions.**

### **2.5 Temporary Facilities, parking, badging, - Coordinate with Marc Coderre Director of Special Projects**

### **2.6 Construction During Occupancy – The construction shall occur during school occupancy. The contractor will coordinate permitted work locations and times with Marc Coderre**

### **2.7 Employee Standards – All employees of Contractor and Subcontractors shall follow the hiring and behavioral standards of the State of Connecticut DPW. Use or possession of alcohol, drugs, or weapons shall be prohibited.**

### **3.0 Invoicing and Payment**

- 3.1** Payments shall be made monthly as project progresses on the basis of work completed. Draft copies AIA G702 and 703 shall be submitted by the contractor on or about 20<sup>th</sup> of each month. Project meetings shall be called on or about 25<sup>th</sup> of each month, and final notarized AIA application for payment shall be received on or about the first of the following month. The contractor shall receive payment withing 45 days of receipt of the approved application. Payment retainage shall be 5%
- 3.2** The application for payment shall include separate line items for materials and labor. Materials shall be payable when fully installed or stored on-site or in a bonded warehouse. Invoices and photographs of stored materials shall be included with final monthly applications
- 3.3** The successful Firm will be expected to execute a standard AIA contract or other contract as approved by the Town of Putnam and the State of Connecticut School Construction Grant Process.

### **4.0 Documentation**

#### **4.1 Form of Proposal**

The Firm shall submit the bid form enclosed addressed to James Purdon, Putnam Public Schools, signed by an authorized principal or agent of the Firm, as well as the name, title, phone number, and email address of the person to whom the Building Committee may direct questions concerning the request for qualifications.

#### **4.2** The bidders shall include a filled-out AIA 701 bidders qualification form – copy enclosed. To include:

A brief history of the company including:

- a) Firm size and organization
- b) Length of time the Firm has been in business
- c) Products and services offered
- d) Resumes of key individuals that will be assigned to this project

The Firm must demonstrate:

- a) Relevant Connecticut public school experience
- b) Previous work consistent with installation of HVAC mini-split projects
- c) Experience and expertise in the construction, and renovation of school facilities as it relates to the installation of HVAC mini-split units.

- d) Knowledge of state and federal laws pertaining to school buildings such as state and federal requirements, life safety requirements including the abatement of all hazardous materials and air quality issues, and other laws, regulations, and rules that provide for a healthy school environment
- e) A list of at least three (3) current schools for which the Firm has completed such projects.

## **5.0 Project Schedule**

The bidder shall submit a construction schedule. The Building Committee will work with the selected Firm to develop a project schedule consistent with the school schedule. The intent is to have all work finished by July 2025.

## **6.0 Pricing**

Fill out all pricing, including all fees, bonds and insurance to complete the full project.

- 6.1. This project is subject to all requirements of the State of Connecticut subdivisions including, but not limited to prevailing wages and CHRO requirements and filing standards.

## **7.0 Responses to Request for Proposal**

- 7.1** The Firm shall provide three (3) copies of their proposal and may be required to meet with the Building Committee to discuss their proposal.
- 7.2** The Firm shall mail or hand-deliver their proposals in a sealed envelope and shall clearly mark the envelope as follows:

Putnam Public Schools  
Attn: RFP for HVAC Mini-Split installation – Putnam  
Elementary School  
152 Woodstock Avenue  
Putnam, Connecticut 06260

- 7.3** The Building Committee will receive proposals until **10:45 AM August 20<sup>th</sup>, 2024**, at the Putnam Public Schools Administrative Offices. Proposals received after that time will not be considered. Interested parties are invited to attend. Proposals will be opened publicly and read aloud immediately after the specified closing time.
- 7.4** No proposal may be withdrawn within sixty (60) days of the proposal opening.
- 7.5** If you have any questions, contact the Director of Special Projects:

Marc Coderre  
Director of Special Projects  
Putnam Public Schools  
Phone: 860-963-6925 Ext 2021  
Email: [coderrem@putnam.k12.ct.us](mailto:coderrem@putnam.k12.ct.us)

## 8.0 LIST OF DOCUMENTS

LIST OF DRAWINGS			
SHEET NO.	SHEET NAME	PROJECT ISSSUE DATE	CURRENT REVISION
G-000	COVER SHEET	7/10/2024	
M-001	MECHANICAL NOTES, SPECIFICATION, SCHEDULES AND LEGENDS	7/10/2024	
M-002	MECHANICAL SCHEDULES	7/10/2024	
M-101	FIRST FLOOR OVERALL MECHANICAL PLAN	7/10/2024	
M-102	FIRST FLOOR MECHANICAL PLAN- PART B	7/10/2024	
M-103	FIRST FLOOR MECHANICAL PLAN- PART C	7/10/2024	
M-104	FIRST FLOOR MECHANICAL PLAN- PART D	7/10/2024	
M-105	SECOND FLOOR MECHANICAL PLAN- PART B	7/10/2024	
M-106	SECOND FLOOR MECHANICAL PLAN- PART C	7/10/2024	
M-300	MECHANICAL DETAILS	7/10/2024	
E-001	ELECTRICAL NOTES & SPECIFICATIONS	7/10/2024	
E-002	ELECTRICAL LEGENDS AND SYMBOL	7/10/2024	
E-003	ELECTRICAL POWER RISER DIAGRAM, DETAILS AND EQUIPMENT SCHEDULES	7/10/2024	
E-004	ELECTRICAL PANEL SCHEDULE	7/10/2024	
E-101	FIRST FLOOR OVERALL ELECTRICAL PLAN	7/10/2024	
E-102	FIRST FLOOR ELECTRICAL PLAN- PART B	7/10/2024	
E-103	FIRST FLOOR ELECTRICAL PLAN- PART C	7/10/2024	
E-104	FIRST FLOOR ELECTRICAL PLAN- PART D	7/10/2024	
E-105	SECOND FLOOR ELECTRICAL PLAN- PART B	7/10/2024	
E-106	SECOND FLOOR ELECTRICAL PLAN- PART C	7/10/2024	
E-107	BASEMENT BOILER ROOM ELECTRICAL PLAN	7/10/2024	

Specifications – see page 2 of this RFP  
July 24<sup>th</sup>, 2024

## **9.0 Checklist and Evaluation**

The following checklist represents the minimum requirements that will be used to evaluate and determine the lowest responsible qualified Firm. Please review the list carefully and ensure that each item is included in your proposal. **Please return this sheet with your proposal and check off that each item is included.**

- ☐ 9.1 The Firm has included a proposal form signed by an authorized principal or agent of the Firm as outlined in Section 4.1 under Documentation.
- ☐ 9.2 The Firm has included AIA 701 Qualification form as outlined in Section 4.2 under Documentation.
- ☐ 9.3 The Firm has included the properly filled out CHRO forms.
- ☐ 9.4 The Firm has included at least three (3) References as indicated in Section 4.5 under Documentation.
- ☐ 9.5 The Firm has included a bid bond.
- ☐ 9.6 The Firm has provided three (3) copies of their proposal as specified in Section 7.1 under Responses to Request for Proposal.
- ☐ 9.7 The Firm has clearly marked the envelope as specified in Section 7.2 under Responses to Request for Proposal.
- ☐ 9.8 The Firm has mailed or will hand-deliver their proposal no later than the designated opening date and time as specified in Section 7.3 under Responses to Request for Proposal.

---

**INSURANCE AND BID BOND REQUIREMENTS**

**BOND REQUIREMENTS**

**A BID BOND** in the amount of 5% of the bid shall be required to be included with the bid. No bid may be withdrawn for a period of 90 days after opening of the bids. The owner reserves the right to reject any and all bids and to waive informalities and irregularities.

**PERFORMANCE BOND AND PAYMENT BOND;** The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The cost of such bonds shall be included in the Bid.

The Bidder shall provide such surety bonds from a company lawfully authorized to issue surety bonds in Connecticut. The Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

Contractor shall agree to maintain in force at all times during the contract the following minimum insurance types and coverages and shall name the Town of Putnam and the Putnam Board of Education as an Additional Insured on a primary and non-contributory basis per contract to all policies, except Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation in favor of the Town of Putnam and the Putnam Board of Education except Professional Liability. A certificate of insurance is required and Contractor shall defend, indemnify and hold the Town of Putnam and the Putnam Board of Education harmless from and against any claims that arise from the "Project" to the fullest extent permitted by law.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Putnam and the Putnam Board of Education.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit including owned, hired and non-owned	\$1,000,000
Umbrella/Excess Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Professional Liability	Each Claim	\$2,000,000
	Aggregate	\$2,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

---

Workers' Compensation and	WC Statutory Limits	
Employers' Liability	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the Town of Putnam and the Putnam Board of Education prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, limits reduced, or coverage altered, 60 days written notice must be given to the Town of Putnam and the Putnam Board of Education.

**Note: Emailed acknowledgments are requested!**  
**Email: [coderrem@putnam.k12.ct.us](mailto:coderrem@putnam.k12.ct.us)**  
**IMPORTANT: DO NOT FAX PROPOSALS.**  
**PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**



**APPENDIX A – BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)**

**1.1 BID INFORMATION**

- A. Bidder: \_\_\_\_\_
- B. Prime Contract: \_\_\_\_\_
- C. Project Name: Putnam Elementary School-HVAC Install
- D. Project Location: 33 Wicker Street, Putnam, CT-06260.
- E. Owner: Putnam Board of Education, 152 Woodstock Ave., Putnam, CT
- F. Architect: Russell and Dawson, Inc.
- G. Architect Project Number: 24103.01

**1.2 CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Russell and Dawson, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ).

**1.3 BID GUARANTEE**

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within **90** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ).

## 10.0 APPENDIX A

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

### 1.4 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Putnam, Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

### 1.5 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2024.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witnessed By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, \_\_\_\_\_ State, \_\_\_\_\_  
Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_  
\_\_\_\_\_.

10.0 APPENDIX A

M. License  
No.: \_\_\_\_\_.

N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal  
Here).

1.6 RECEIPT OF ADDENDA

THIS BID INCLUDES THE FOLLOWING ADDENDA

Addenda#	Description
----------	-------------

---

Addenda#	Description
----------	-------------

---

Addenda#	Description
----------	-------------

---

END OF BID DOCUMENT

# AIA® Document A701® – 2018

## Instructions to Bidders

for the following Project:  
(Name, location, and detailed description)

HVAC Mini-Split Project  
Putnam Middle School  
35 Wicker Street  
Putnam, Connecticut

**THE OWNER:**  
(Name, legal status, address, and other information)

Town of Putnam Board of Education  
152 Woodstock Avenue  
Putnam CT 06260

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

Russell and Dawson Inc.  
1111 Main Street  
East Hartford CT 06108-2032

### TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

See Advertisement for Bid

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Requests shall be received by e-mail to [jaxon.ma@rdaep.com](mailto:jaxon.ma@rdaep.com) up to five business days prior to receipt of bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

All addenda shall be sent to all bidders by e-mail up to the day before the bids are due.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

Bid Bond equal to five percent (5%) of the amount of the bid.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.



§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning sixty days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

See Advertisement for bid.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

The bidder shall forfeit its bid security.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.



## **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- .2 AIA Document

*(Paragraphs deleted)*

A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- .3 Drawings: See page 7 of the Request for Proposal for Construction Services.

- .4 Specifications: See page 7 of the Request for Proposal for Construction Services.

*(Paragraph deleted)*

- .57 Addenda:

*(Table deleted)*

*(Paragraphs deleted)*

Acknowledge all Addenda on Bid Form.

*(Paragraphs deleted)*

# AIA® Document A305® – 2020

## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

### SUBMITTED BY:

(Organization name and address.)

### SUBMITTED TO:

(Organization name and address.)

Town of Putnam Board of Education  
152 Woodstock Avenue  
Putnam CT 06260

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

\_\_\_\_\_  
Organization's Authorized Representative  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

### NOTARY

State of:

County of:

Signed and sworn to before me this     day of

\_\_\_\_\_  
Notary Signature

My commission expires:



# AIA® Document A305® – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by

and dated the \_\_\_\_\_ day of August in the year two thousand twenty-four  
(In words, indicate day, month and year.)

### PROJECT:

(Name and location or address.)

HVAC Mini-Split Project  
Putnam Middle School  
35 Wicker Street  
Putnam, Connecticut

### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

## § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

## § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

## § C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

**§ C.5 SURETY**

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

## APPENDIX B – SUPPLEMENTAL GENERAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 WAGE RATES

- A. As per C.G.S. Sec. 31-53c, any Project one hundred thousand dollars or more shall pay prevailing wages rates for any construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair contracts entered into.
- B. When prevailing wage requirements are triggered for business projects, general contractors, subcontractors, and/or construction managers will be required to submit monthly certified payroll records to the DECD Funding Recipient (for-profit or non-profit clients) that contain among other items, a signed statement from the employer that (a) the records are correct, (b) the employer met the prevailing wage law's requirements, and (c) the employer understands the penalties for knowingly filing false payroll records. The DECD Funding Recipient shall keep records satisfactory to DECD and hold DECD harmless in any disputes regarding Conn. Gen. Stat. Sec. 31-53c.
- C. When Prevailing Wage Rates are required, the construction contract shall contain the following provision:
  - 1. "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."
- D. Prevailing Wage Rates shall be applied for by the Applicant and issued as an Addenda to the Bid Documents
- E. The Contractor shall keep and provide submissions per all requirements of the Connecticut Department of Labor.

#### 1.2 AFFIRMATIVE ACTION CHRO REQUIREMENTS

- A. CHRO REQUIREMENTS a. The grantees and their contractors will need to comply with Sections 4a-60, 4-60a, 4a-60g, 46a-56, 46a-68b, 46a-68c, 46a-68d, 46a-68e and 46a-68f of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies. The above statutes and regulations require the grantee to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." on projects. Consult your Project Manager for assistance.



- B. All bidders must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- C. For contracts valued at over \$50,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE’s, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

1.3 RETAINAGE:

- A. Retainage shall be 5% of the total completed Work per payment period.

1.4 PROJECT SIGN



- A. See APPENDIX “A”

1.5 CHRO FORMS

- A. APPENDIX “B”

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD D

8'-0"

8 -0	
	
INSTALLATION OF MINI-SPLIT HVAC UNITS AT PUTNAM ELEMENTARY SCHOOL	
TOWN OF PUTNAM BOARD OF EDUCATION	
Constructed in cooperation with the	
STATE OF CONNECTICUT NED LAMONT, GOVERNOR	
Department of Economic and Community Development David Lehman, Commissioner	
and the TOWN OF PUTNAM	
(Name of Chief Elected Official and title & Mayor)	(Name of General Contractor)
Russell and Dawson, Inc.	

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTEBLACK.

TYPEFACE:    HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 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 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 bidder’s “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) (Page 2)

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>MARKETING AND SALES:</b> 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.</p> <p><b>LEGAL OCCUPATIONS:</b> 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 paralegals, legal assistants.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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).</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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.</p> <p><b>PRODUCTION WORKERS:</b> 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.</p>
--	---

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

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT****PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	

**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__ 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__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.  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

(Page 4)

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\_\_

## PART IV - Bidder Employment Information

Date:

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

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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)
-------------	---------	---------------	-------------

END OF SECTION

GENERAL REQUIREMENTS