

**NOTICE & INSTRUCTIONS
TO BIDDERS**

ARTICLE 1 GENERAL PROVISIONS

1.1 Connecticut Sales and Use Tax

1.1.1 The University of Connecticut is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Bid. A Sales Tax Certificate is available from the Purchasing Department upon written request.

1.2 Contractor's Qualifications

1.2.1 Each Bidder shall submit a completed University of Connecticut Contractor's Qualification Statement demonstrating that it satisfies the University's objective criteria for evaluating qualifications. Additionally, for projects \$500,000 and over the Contractor must be Pre-Qualified by the Department of Administrative Services for the work of this project.

1.2.2 Each Bidder shall demonstrate, to the satisfaction of the University, that it is able to post surety bonds satisfactory for the project and required by the Contract and that it possesses the financial, managerial and technical ability, and the integrity necessary to faithfully and efficiently perform the work for which it submits a bid, without conflict of interest.

1.2.3 The University shall evaluate whether the bidder is qualified based upon the bidder's experience with projects similar to that for which the bid is submitted, the nature of the University's experience, if any, with the Bidder on prior or ongoing University of Connecticut projects, and upon the above-stated and following objective criteria:

.1 Previous Experience

.1 The Bidder must show or be able to demonstrate to the satisfaction of the University that it possesses the ability and capacity to successfully complete the project through the satisfactory past performance of work of a similar nature, size, scope, and comparable dollar value to that of the subject work/projects.

.2 The Bidder shall demonstrate that it has maintained a satisfactory level of performance on such similar work continuously over a 5-year period preceding the date of the Bid. If the Bidder is unable to do so, it must include in the Qualification Statement any and all information demonstrating its ability and capacity to perform the Work.

.3 The Bidder shall be able to furnish references from Owners, Architects, or Engineers indicating that it has satisfactorily and timely

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completed work similar to the project being bid. If delays occurred, evidence explaining and exonerating the Bidder shall also be provided.

- .4 The Contractor shall be able to demonstrate expertise in the various types of major trades or work required on the work/projects listed by example of successfully completed similar projects.
- .5 All Contractors and major subcontractors must possess, at the time the Bid is submitted, a valid license, registration or certification issued by the Department of Consumer Protection in accordance with Connecticut General Statutes Section 20-341gg if a project(s) is for a "Threshold Building" as defined in Connecticut General Statutes Section 29-276b. Otherwise they are excluding themselves from that particular project(s) in their submission. If a joint venture, all joint venture partners shall be so licensed, registered or certified.
- .6 If a Bidder intends to perform the work of any trade(s) with its own forces, and a license, registration or certification is required by the State of Connecticut in order to perform that work, the Bidder shall hold a valid license or registration to perform work at the time its Bid is submitted. If a joint venture, all joint venture partners shall be so licensed, registered or certified.

.2 Financial Ability/bonding Capacity

- .1 The Bidder shall demonstrate that it has sufficient bonding capacity to perform the work in question, is bonded through a surety or sureties possessing a history of responsibility, financial stability and resources satisfactory to the University, and is able to post surety bonds which may be required by any contract for which it submits a bid.
- .2 The Bidder shall demonstrate, through the materials submitted in its Qualification Statement that it possesses sufficient financial resources and stability, and is otherwise financially responsible and able to satisfactorily perform and complete the work for which it submit a bid.

.3 Managerial Ability

- .1 The Bidder shall have on its payroll, or must be able to prove that it customarily employs managerial and supervisory personnel of the type qualified to perform the kind of work which may be called for on any project for which it submits a bid.

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- .2 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that it possesses the managerial resources, capability and commitment necessary for and satisfactory to the University for the proper performance of the work for which it submits a bid.

.4 Technical Ability

- .1 The Bidder or its principals shall own or possess rented or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for the job bid on.
- .2 The Bidder or its principals shall have adequate physical facilities in which and from which the Work can be performed.
- .3 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that it possesses the technical capacity, resources, capability, and commitment necessary for and satisfactory to the University, for the proper performance of the Work for which it submits a bid.

.5 Integrity

- .1 The Bidder shall have purchased materials over the past five years from suppliers who customarily sell same in quantity to contractors.
- .2 The Bidder shall have a record of harmonious, cooperative, non-adversarial and honest relationships with Owners, including the University of Connecticut and the State of Connecticut if the Bidder has performed work on prior University or State projects, as well as, with Architects, Engineers, and Consultants, Subcontractors and Suppliers on prior State projects or other project.
- .3 The Bidder shall demonstrate that it has not been cited for three or more willful or serious violations of any OSHA, or of any standard, order or regulations promulgated pursuant to such act, during the 5-year period preceding this bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citations have been set aside following appeal to the appropriate agency or court having jurisdiction.
- .4 The Bidder shall not have received one or more criminal convictions related to the injury or death of any employee in the 5-year period preceding this bid.

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- .5 The Bidder shall not have appeared on any list published by the Connecticut State Labor Commission of persons or firms that have been found in violation of the National Labor Relations Act, 29 U.S.C. 151 et seq., by the National Labor Relations Board and by a final decision rendered by a federal court or that have been found in contempt of court by a final decision of a federal court for failure to correct a violation of said National Labor Relations Act on three or more occasions involving different violations during the five preceding calendar years, if the first day of July following publication of said list has occurred less than three years prior to the Award of any Contract to the Bidder.
- .6 The Bidder, or any entity in which the Applicant has an interest, shall not have appeared on any list published by the Connecticut State Labor Commission of persons or firms whom he has found to have disregarded their obligations under Connecticut General Statutes Section 31-53 and 31-76c to employees and subcontractors on public works projects or to have been barred from federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. 276a-2, if said list has been published less than three years prior to the Award of any Contract to the Bidder.
- .7 The Bidder or its principals shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable for any criminal offense or civil action involving embezzlement; forgery; bribery; falsification or destruction of records; receipt of stolen property; collusion, antitrust, conspiracy or other offenses arising out of the submission of bids or proposals on public works project or contracts.
- .8 The Bidder shall not be the subject of any order in effect which has been issued by the Commission of Human Rights and Opportunities, pursuant to Connecticut General Statutes 46a-56 or any regulation, prohibiting any contracting agency of the State of Connecticut from entering into contracts with the Bidder. The Bidder shall also not be listed in any current list compiled by the Commission of contractors whom it has found to be in non-compliance with anti-discrimination or contract compliance statutes, nor shall the Bidder be the subject of any unabated or un-expired Notice of Non-Compliance issued by the Commissioner.
- .9 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that, by its past and present actions and conduct, and that of its principals and principal employees, it possesses the integrity necessary for, and satisfactory to the

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University, for the proper performance of the Work for which it submits a bid.

.6 Conflict of Interest

.1 The Bidder shall disclose and identify to the University, with its Qualification Statement, any relationships which may constitute a potential conflict of interest with Purchasing, Architectural & Engineering Services, Capital Project & Contract Administration, or any other University organizations or department; or architect, engineer, consultant, or designer of the proposed project(s) for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

.7 The University also reserves the right to find any Bidder to be non-responsible or non-qualified with respect to a specific project, notwithstanding the fact that it may have previously been selected for previous projects for the University.

1.3 Academic Schedule

1.3.1 It is important to the University, in order to maintain the integrity of its ongoing academic activities, that its rules and regulations and the requirements of the Contract Documents, regarding noise control, traffic control etc. and other matters which may affect its operations be strictly adhered to, and that its academic schedule be maintained. Therefore, all Bidders shall familiarize themselves with and comply with the academic schedule of the University, and its regulations regarding noise, traffic, etc. which are available from Architectural and Engineering Services. No noise generating work shall be allowed during exam periods where the noise will impact classroom functions. Examples of noise generating work include, but are not limited to, sawing, drilling, and hammering/jackhammering. The Contractor shall keep the University Representative informed as to the location of its operations to enable necessary precautions or co-ordination to be implemented.

1.4 Non-Discrimination and Affirmative Action Provisions

1.4.1 This Section is inserted in connection with Subsection (a) of Sections 4a-60, and 4a-60a of the General Statutes of Connecticut, as revised.

1.4.2 The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability including, but not limited to, blindness, unless it is shown by such

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Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved.

- 1.4.3 The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities.
- 1.4.4 The Contractor agrees, to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under Sections 4a-60 and 4a-60a of the Connecticut General Statutes, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.4.5 The Contractor agrees to comply with each provision of Sections 4a-60, 4a-60a, 46a-68e and 46a-68f of the Connecticut General Statutes, and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes.
- 1.4.6 The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provision of Sections 4a-60, 4a-60a and 46a-56 of the Connecticut General Statutes. The Contractor further agrees and warrants that he will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials on the project.
- 1.4.7 The Contractor shall include the provisions of Clauses 1.4.1 through 1.4.6 and 1.4.8, (as provided in Connecticut General Statutes Sections 4a-60(a) and 4a-60a (a)) in every subcontract or purchase order entered in order to fulfill any obligation of a contract with the University and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission.
- 1.4.8 The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any

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person or group of persons on the grounds of sexual orientation, in any manner prohibited by the law of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

- 1.4.9 This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- 1.4.10 This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- 1.4.11 This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that
- (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

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- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

- (c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.
- (e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

1.4.12 This Contract is subject to **Executive Order No. 7C of Governor Jodi M. Rell, promulgated on July 13, 2007**. The Parties to this Contract, as part of the consideration hereof, agree that:

- (a) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
- (1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
 - (2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial

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assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

- (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

1.4.13 All Bidders shall submit with their Bid a completed Employer Report of Compliance Staffing Form, E.O. 3-1 which is being provided to the Bidder. The Bidder must comply with Executive Order No. Three which deals with non-discrimination and Executive Order No. Seventeen which required that the Bidder register with the Connecticut State Employment Service aka Job Service, located in the telephone book under Connecticut, State of, Labor Department, in the area where the work is to be performed or where the services are to be rendered in order to be eligible for approval from the State of Connecticut Labor Department.

1.5 Union Labor

1.5.1 Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by UNION LABOR. This fact must be kept in mind by all Bidders submitting proposals for this work.

1.6 Labor Market Area

1.6.1 All Bidders shall have read Sections 31-52 and 31-52a of the Connecticut General Statutes, as amended. These references relate to the preference of State citizens, the preference of residents of the labor market area in which the work under the Contract is to be done and the penalties for violations.

1.6.2 In order to avoid violations by the Contractor and to cooperate with and assist the University in the implementation of the statutory mandates, any Contractor awarded a contract with the University shall be required to provide the University with the following information:

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- .1 The names and addresses of employees utilized by the Contractor and by its Subcontractors and how long each such employee has resided in Connecticut.
- .2 How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the Contract is to be done.
- .3 Within thirty (30) days after the start of work, the Contractor shall submit a signed statement setting forth the procedures the Contractor and its Subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- .4 In the same manner as Clause 1.6.2.3 above, the statement shall indicate the steps taken to assure that the Contractor and its Subcontractors have sought out qualified residents of the State of Connecticut.
- .5 The Contractor shall cooperate with and provide information to the University Representative assigned to collect and verify the information required. The University may request that all such information be updated during the term of the Contract at reasonable times.
- .6 All such information gathered and compiled by the University shall be forwarded to the State Labor Commissioner.

1.7 Wage Rates

1.7.1 If this project involves new construction of a building or other structure or improvement, and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then:

- .1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes, 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 project is being constructed. Any Contractor who is not obligated by agreement to make

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payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

- 1.7.2 The State of Connecticut Labor Department Wage Rate Schedule, when required, shall be provided with these documents or will be issued as an Addendum hereto and is deemed to reflect such customary or prevailing wages for this project, and is hereby incorporated and made a part of the Contract Documents.
- 1.7.3 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".
- 1.7.4 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us . Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.
- 1.7.5 Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.

ARTICLE 2 BIDDERS' REPRESENTATIONS

- 2.1 The amount of each Bid shall be deemed to include the entire cost and expense of every item of labor and material necessary to complete the work bid upon, as specified, in full detail ready for use. The risk of all such costs and expenses shall be deemed assumed by the successful Bidder. The University shall assign a University Representative to work with the successful Contractor as a liaison.
- 2.2 In performing its obligations under this Contract, the Contractor agrees to comply with all applicable states, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the work, location of the work or contract.

ARTICLE 3 BIDDING DOCUMENTS

3.1 Bid Clarifications, Addenda and Interpretations

- 3.1.1 No interpretations of the meaning of the Drawings, specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation must be made in writing to the University Office of Capital Project & Contract Administration, and to be given consideration shall be received at least ten (10) days prior to the date fixed for the opening of Bids.

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- 3.1.2 Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be mailed and/or faxed to all prospective Bidders (at the respective addresses furnished for such purposes) not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted, provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
- 3.1.3 The number of days shown in 3.1.1 and 3.1.2 may differ from the actual dates given in an Agenda for a Pre-Bid or Pre-Proposal Conference, if so, the number of days listed are, hereby, superseded by the Agenda dates, unless the Bid or Proposal is extended by Addendum, in which case the number of days will again apply unless stated differently in the Addendum.
- 3.1.4 Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these Contract Documents.

ARTICLE 4 BIDDING PROCEDURES

4.1 Form of Proposal

- 4.1.1 Enclosed with this Project Manual is a Form of Proposal. Bids shall be submitted on a copy of this form. Additional instructions to bidders including information on submission of bids and award and Contract appear on this form. All documents required by these Bid Documents must be returned with your Bid.

4.2 Bids and Rejection of Bids

- 4.2.1 General Bids shall be for the complete work as specified and shall include the names of any Subcontractors for the classes of work specified in Article 4.1.1 below, and for each other class of work for which the University has required a separate section and the dollar amounts of their subcontracts, and the General Contractor shall be selected on the basis of such general Bids. It shall be presumed that the general Bidder intends to perform with its own employees all work in such four classes and such other classes, for which no Subcontractor is named. The general Bidder's qualifications for performing such work shall be subject to review by the University pursuant to the Bid and the Contract Documents.
- 4.2.2 Bids shall be submitted only on the forms furnished for the specific project, which shall include a completed Form of Proposal containing all information required on the Proposal form, executed with an original signature by a duly authorized officer or representative of the Bidder, and, in the case of a Joint

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Venture, by duly authorized representatives of each Joint Venturer. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, will be rejected.

4.2.3 Any Bids received after the scheduled closing time for the receipt of Bids will be returned to the Bidders unopened.

4.2.4 Any Bid once deposited with the University of Connecticut may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Office of Capital Project and Contract Administration, prior to the time of opening of any Bid for the project designated or identified project.

4.3 Bid Security

4.3.1 Each Bid must be accompanied by a certified check payable to the order of the University of Connecticut, or the Bid may be accompanied by a Bid Bond in the form required by the University, having as surety thereto such surety company or companies acceptable to the University and as are authorized to do business in this State, for an amount not less than 10 per cent of the Bid. All checks submitted by unsuccessful Bidders shall be returned to them after the Contract has been awarded. Bid Security is not required for projects under \$10,000.00.

4.3.2 Failure of the successful Bidder to file the required Performance and Labor & Material bonds shall be just cause for the amount of the security deposited with the Bid to be forfeited, any part of the whole of which may be used to make up the difference between the Bid of the defaulting Bidder and the Bid of the next lowest responsible qualified Bidder to whom the work is finally awarded. Failure to execute a contract after award as specified and Bid shall also result in the forfeiture of such Bid Bonds or Certified Check.

4.4 Subcontractors

4.4.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through: **<http://ctdol.state.ct.us>** or the Federal List of Excluded Parties Listing System available through: **<http://epls.arnet.gov>**

4.4.2 The Bidder shall furnish, with his submitted Bid, as is set forth in the Proposal Form, in the space provided for such purpose, the names and prices of responsible and qualified Subcontractors who are actually to perform the following categories of work under the Base Bid, if their prices exceed \$25,000.00:

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- .1 Masonry
 - .2 Electrical
 - .3 Mechanical other than HVAC
 - .4 HVAC
 - .5 Any other class of work identified in the Proposal Form for which a blank space has been provided.
- 4.4.3 The Bidder further agrees that each of the Subcontractors listed on the Proposal Form will be used for the work indicated at the amount stated unless a substitution is permitted by the University.
- 4.4.4 The Bidder further agrees and warrants that he has made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.
- 4.4.5 Pursuant to Connecticut General Statutes Section 49-41a, for every contract with the University for the construction, alteration or repair of any building or work, (1) the Contractor, within 30 days after payment to the Contractor by the University, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the University; (2) the Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.
- 4.4.6 Within five days after being notified of the award of a general Contract by the University, or, in the case of an approval of a substitute Subcontractor by the University, within five days after being notified of such approval, the general Bidder shall present to each listed or substitute Subcontractor:
- .1 A subcontract in the form set forth in Section 4b-96 of the Connecticut General Statutes, which form is appended hereto as Exhibit C. Attachments/other forms of Exhibit "C" are permitted as long as all the basic elements of Exhibit "C" are covered and any expanded language in no way conflicts with the intent of Exhibit "C".
 - .2 A notice of the time limit under this section for executing a subcontract. If a listed Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general Bidder selected as a General Contractor, to perform his

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agreement to execute a subcontract in the form hereinafter set forth with such general Bidder, contingent upon the execution of the general Contract, the General Contractor shall select another Subcontractor, with the approval of the University. When seeking approval for a substitute Subcontractor, the general Bidder shall provide the University with all documents showing (a) the general Bidder's proper presentation of a subcontract to the listed Subcontractor and, (b) communications to or from such Subcontractor after such presentation. The University shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the listed Subcontractor, if the new Subcontractor's price is lower and may adjust such Contract Price, if the new Subcontractor's price is higher. The general Bidder shall, with respect to each listed Subcontractor or approved substitute Subcontractor, file with the University a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such Subcontractor.

ARTICLE 5 CONSIDERATION OF BIDS

- 5.1 Every general bid which is conditional or obscure, or which contains any addition not called for shall be invalid; and the University shall reject every such general Bid. The University shall be authorized to waive minor irregularities, which it considers in its best interest, provided the reasons for any such waiver are stated in writing by the University and made a part of the contract file. No such general Bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the general Proposal Form furnished by the University, but this sentence shall not be applicable to any failure to furnish prices or information required by Articles 4.2.1 and 4.4.1 above to be furnished in the form provided by the University. The University also reserves the right to reject any and all bids and again advertise for bids, or to otherwise proceed as permitted under Connecticut General Statutes 10a-109a through 10a-109y.
- 5.2 General Bids shall be publicly opened and read by the University forthwith. The University may require in the Proposal Form that the General Contractor agree to perform a stated, minimum percentage of work with his own forces. The University may also require the General Contractor to set aside a portion of the contract for Subcontractors who are eligible for set aside contracts. The University shall not permit substitution of a Subcontractor for one named in accordance with the provisions of these Instructions or substitution of a Subcontractor for any designated subtrade work bid to be performed by the General Contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or, where appropriate, a General Contractor's: (1) Death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a

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requirement of law applicable to Contractors, Subcontractors, on construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under Connecticut General Statutes Section 4b-96 and Exhibit C appended hereto.

- 5.3 The general Bid Price shall be the price set forth in the space provided on the general Proposal Form. No general Bid shall be rejected (1) because of error in setting forth the name of a Subcontractor as long as the Subcontractors designated are clearly identifiable, or (2) because the Drawings and specifications do not accompany the Bid or are not submitted with the Bid. **FAILURE TO CORRECTLY STATE A SUBCONTRACTOR'S PRICE SHALL BE CAUSE FOR REJECTION OF THE GENERAL BIDDER'S BID.**
- 5.4 Any General Contractor who violates any provision of Connecticut General Statutes Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation.
- 5.5 The University reserves the right to accept or reject any or all Bids within 60 calendar days of the Bid opening, and the Bidder agrees that it may not modify, withdraw, or cancel its Bid and that its Bid Price will be firm for this 60 day period. This 60 day period may be extended by mutual agreement between the University and the Bidder.
- 5.6 The project will be awarded to the responsible qualified Bidder submitting the lowest Bid in compliance with the Bid requirements and within the budget, subject to the provisions of Connecticut General Statutes 10a-109a through 10a-109y.
- 5.7 The University reserves the right to elect to implement some, all or none of the Alternates and/or Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates and/or Options selected by the University.
- 5.8 The Bidder agrees that if selected as General Contractor, he shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University, execute a contract in accordance with the terms of the general Bid.

ARTICLE 6 POST-BID INFORMATION

6.1 Affirmative Action

- 6.1.1 Pursuant to Connecticut General Statutes Section 46a-68d, if this project is estimated to cost more than \$50,000.00 then: In the event that the Bidder's Bid is accepted, after acceptance, but before a contract is awarded, the successful Bidder shall file and have approved by the Commission on Human Rights and Opportunities an Affirmative Action Plan. The Commission may

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provide for conditional acceptance of an Affirmative Action Plan provided written assurances are given by the Contractor that it will amend its plan to conform to affirmative action requirements. The University shall withhold 2% of the total Contract Price per month from any payment made to such Contractor until such time as the Contractor has developed an Affirmative Action Plan, and received the approval of the Commission. Notwithstanding the provisions of Connecticut General Statutes Section 46a-68d, a Contractor subject to the provisions of that Section may file a plan in advance of or at the same time as its Bid.

6.1.2 The University shall not enter into a contract with any Bidder or prospective Contractor unless the Bidder or prospective Contractor has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.

6.1.3 The Contractor shall designate an "Equal Opportunity Contract Compliance Officer" for the project. The Contractor designee, in addition to any other duties assigned by the Contractor, shall have the following responsibilities for the implementation of the Contractor Affirmative Action Plan (AAP) that is required for the project pursuant to Connecticut General Statutes Sections 46a-68c and 46a-68d.

- .1 Maintain a project EEO file to include all records, correspondence and other documentation related to the project AAP.
- .2 Communicate to and inform all project Contractors and Subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal opportunity and AAP expectations and performance requirements.
- .3 Compile all on-site Contractor MONTHLY EMPLOYMENT UTILIZATION REPORTS (form CHRO cc-257) and submit a cumulative report for the project each month to report on contractor compliance to project AAP hiring goals. The cumulative report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar month during the pendency of the on-site construction work of the project.
- .4 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .5 Compile and submit a QUARTERLY SMALL CONTRACTOR AND MINORITY BUSINESS ENTERPRISE PAYMENT STATUS REPORT (form CHRO cc-258) to report on the participation of such Contractors identified to participate on the project. The report shall be submitted to

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the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar quarter during the pendency of the on-site construction work of the project.

- .6 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .7 Participate in project job meetings to inform project Contractors about project equal opportunity and AAP performance.
- .8 Coordinate "External Communication" section (employment outreach) of contractor AAP for all employment opportunities resultant during the course of the project from all project Contractors and maintain documentation of all contacts and responses.

6.2 Tax Identification

6.2.1 The Contractor shall furnish to the Owner, at the time of execution of the Contract, the following information

- .1 The identity and addresses of all subcontractors performing work on the project.
- .2 The Connecticut tax registration numbers of the Contractor and all subcontractors.
- .3 The Federal Social Security account numbers, or Federal Employer Identification numbers, or both, if applicable, for the Contractor and all subcontractors.

6.2.2 The aforementioned information shall be continuously updated by the Contractor to reflect any additions or changes to the previously identified subcontractors. Any final additions or changes to this information shall be submitted to the Owner with the Contractor's application for final payment.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Performance Bond

7.1.1 Prior to the award of the Contract, the successful Bidder shall substitute for the check or Bid Bond accompanying his Bid, an executed University of Connecticut Performance Bond, in the amount of 100 per cent of the Contract Price, conditioned upon the faithful performance of the Contract.

7.2 Labor and Material Payment Bond

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7.2.1 At this same time, the Bidder shall submit a University of Connecticut Labor and Material Payment Bond in the sum of not less than 100 per cent of the Contract Price, containing the condition that the Contractor will promptly pay for all material furnished and labor, supplied or performed in the prosecution of the work whether or not said material or labor is involved and/or becomes a component part of the structure or structures to be erected. Such additional bond shall be held for the use of each party who, as Subcontractor or otherwise, shall have furnished material or supplies or shall have performed labor in the prosecution of the work as herein provided and who has not been paid therefore. Such additional bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereon for such sum or sums as may be justly due. The State shall not be liable to furnish counsel nor for the payment of any costs or expenses of any such suit. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, and claims thereon shall be subject to the provisions of Connecticut General Statutes Section 49-42.

7.3 General Provisions Regarding Bonds

7.3.1 The aforementioned Performance and Payment bonds shall be provided in the forms required by the University, samples of which are appended hereto as Exhibits A and B. If the Contractor is a Joint Venture, all such bonds shall name all joint venturers as principals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The above bonds shall be required for projects for which the total estimated cost of labor and materials under the Contract is at least \$25,000.00. The above bonds shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570."

ARTICLE 8 AFFIDAVITS/ETHICS AFFIRMATIONS

8.1 Attached are the Affidavits/Ethics Affirmations to be completed in accordance with the following instructions for each Affidavits/Ethics Affirmations.

SERIES 1 FORMS (Gift Affidavits)

Form 1A - To accompany bids or proposals for state contracts with a value of \$50,000 or more within a calendar or fiscal year;

SERIES 2 FORMS (Campaign Contribution Affidavits)

Form 2A - To accompany bids or proposals for state contracts with a cost to the State greater than \$500,000 within a calendar or fiscal year;

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SERIES 6 FORMS (Ethics Affirmation)

Ethics Affirmations are only to be used with “large state construction or procurement contracts” meaning any contract, **having a cost of more than five hundred thousand dollars**, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in section 4a-50 of the general statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

Form 6A - This affirmation is **mandatory** and must be completed and **returned with the Contractor’s bid or proposal**, pursuant to section 37 of Public Act 05-287. This form requires the Contractor to affirm that the Contractor and its key employees have read, understand and agree to comply with the provisions of the state ethics law.

Form 6C - For the **Awarded Contractor** - This affirmation is **mandatory** and must be completed and returned in a timely manner. This form requires the Contractor to provide a summary of state ethics laws to all subcontractors and consultants and obtain an affirmation from such subcontractor or consultant that the provided summary has been read, understood and agreed thereto.

OPM has posted the approved Forms on the OPM Web site - <http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm>

Contractor’s Initials: _____

UNIVERSITY OF CONNECTICUT
PERFORMANCE BOND BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, (hereinafter called the Principal), as Principal, and _____ a corporation duly established under the laws of the State of _____ and duly authorized to transact business in the State of Connecticut (hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto the UNIVERSITY OF CONNECTICUT, as Obligee, in the sum of _____ DOLLARS (\$) _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has entered into or intends to enter into a written contract (the "contract") with the University of Connecticut for the construction of _____, which contract, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the University of Connecticut, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract; and also faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duty authorized modifications of the contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the University of Connecticut of any extension of time for the performance of the contract or any other forbearance on the part of either the University of Connecticut or the principal, one to the other, shall not in any way release the principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

Signed, sealed and executed at _____
this _____, day of _____, 20_____.

Signed, sealed and delivered in the presence of :

(L.S.)

Principal

As to Principal

Signed, Sealed and Executed at _____
this _____, day of _____, 20_____.

Signed, sealed and delivered in the presence of :

(L.S.)

As to Surety(ies)

UNIVERSITY OF CONNECTICUT
LABOR & MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of,
_____, (hereinafter called the Principal) as Principal,
and _____ a corporation duly established under the laws of the State of
_____ and duly authorized to transact business in the State of Connecticut
(hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto the UNIVERSITY OF
CONNECTICUT, as Obligee, in the sum of _____
DOLLARS (\$ _____), for the payment of the Principal and Surety(ies) binds, itself,
its successors and assigns, himself, his heirs, executors, administrators, and assigns, jointly and severally by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has entered into or intends to enter into a written contract (the "contract") with
the University of Connecticut for the construction of _____
_____, which contract, together with all plans and
specifications now made or which may hereafter be made in extension, modification or alteration thereof, is
hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

NOW, THEREFORE, if the principal faithfully makes payment for all materials and labor used or employed in
the performance of the contract, as required by the contract documents and the General Statutes of
Connecticut, as amended, then this obligation shall be null and void; otherwise it shall remain in full force
and effect. This bond is provided pursuant to Sections 49-41 et seq. Of the General Statutes of Connecticut
and shall be governed thereby.

Signed, sealed and executed at _____
this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of :

(L.S.) _____
Principal

As to Principal

Signed, Sealed and Executed at _____
this _____, day of _____, 20____.

Signed, sealed and delivered in the presence of :

(L.S.) _____

As to Surety(ies)